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FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

Volume 3

NO. 1994-19



Aboriginal Policing Series



Solicitor General Canada
Ministry Secretariat

Canada

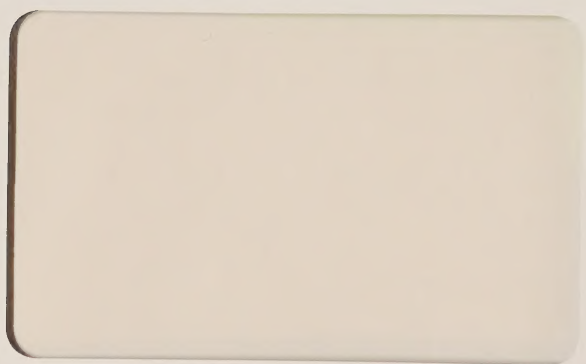


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FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

Volume 3

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This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of tripartite policing agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted including translations where they have been provided.

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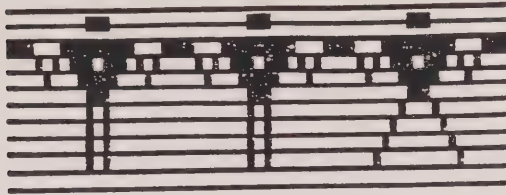
Akwesasne Policing Agreement

SECTION 4:

Cree Policing Agreement

SECTION 1

INDIAN COMMISSION *of* ONTARIO



ANISHINABEK REGIONAL

POLICING AGREEMENT

1993 - 1996

ANISHINABEK NATION
SAUGEEN FIRST NATION
GARDEN RIVER FIRST NATION
CURVE LAKE FIRST NATION
SAGAMOK ANISHNAWBEK
ONTARIO
CANADA

INDIAN COMMISSION OF ONTARIO
8 Prince Arthur Avenue
Toronto
Ontario
M5R 1A9
Facilitator: Professor Alan Grant

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THIS AGREEMENT made this 1st day of October, 1993

AMONG:

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA
as represented by the
the Solicitor General of Canada
(hereinafter referred to as
CANADA)

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE OF
ONTARIO as represented by
the Solicitor General and Minister
of Correctional Services and
the Minister Responsible for
Native Affairs of Ontario
(hereinafter referred to as
ONTARIO)

OF THE SECOND PART

- and -

ANISHINABEK NATION
as represented by the
Grand Council Chief
(hereinafter referred to as the
ANISHINABEK NATION)

OF THE THIRD PART

- and -

SAUGEEN FIRST NATION
GARDEN RIVER FIRST NATION
CURVE LAKE FIRST NATION
SAGAMOK ANISHNAWBEK
as represented, in each case,
by its Chief and Council
(hereinafter referred to as the
NATIONS)

OF THE FOURTH PART

WHEREAS under the Constitution Acts, 1867 and 1982, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, Ontario has legislative responsibility for the administration of justice in the Province of Ontario and the aboriginal peoples of Canada have their existing aboriginal and treaty rights recognized and affirmed thereby; and,

WHEREAS CANADA, ONTARIO and the ANISHINABEK NATION have, on March 30, 1992, along with other parties, entered into the Ontario First Nations Policing Agreement 1991-1996, a multi-year Agreement on First Nations policing arrangements in the Province of Ontario; and,

WHEREAS the Parties hereto are desirous that the following policing arrangements shall apply on Anishinabek Territory,

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

1. Definitions:

- (a) In this Agreement, including this paragraph, the recital of the Parties hereto and the preamble, unless otherwise stated or the context otherwise requires it:

"Anishinabek Peacekeeper" means a First Nations Constable appointed under the Police Services Act R.S.O. 1990 c. P.15 and selected pursuant to clause 6(b)(iv) of this Agreement.

"Anishinabek Police Council" means the body established pursuant to subparagraph 4(a) of this Agreement.

"Anishinabek Police Service" means the body corporate referred to in paragraph 5 of this Agreement.

"Anishinabek Territory" means the Saugeen, Garden River, Curve Lake and Sagamok "reserves" as defined in the Indian Act R.S.C. 1985 c. I-5.

"Board of Directors" means the body established pursuant to paragraph 6 of this Agreement.

"Chief of Police" means the person selected, pursuant to clause 6(b)(i) to carry out the duties set out in paragraph 8 of this Agreement.

"Commissioner" means the Commissioner of the Ontario Provincial Police.

"First Nations laws" means Band By-laws made pursuant to the Indian Act R.S.C. 1985 c. I-5 and such other First Nations

laws as may be developed under a constitutional process and reflected in an amendment to this Agreement.

"Local Policing Committee" means a body established pursuant to paragraph 7 of this Agreement.

"Police Governing Authority" means the Board of Directors and the Local Policing Committees which shall constitute a "police governing authority" within the meaning of the Ontario First Nations Policing Agreement and for the purposes of the Police Services Act R.S.O. 1990 c. P.15.

- (b) All terms defined in the Ontario First Nations Policing Agreement shall bear the same meanings in this Agreement unless otherwise defined herein or otherwise required by the context in which they are herein used.
- (c) The definition of Anishinabek Territory used herein applies only to this Agreement and does not necessarily reflect the meaning ascribed to that expression by the ANISHINABEK NATION or the NATIONS.

2. Statement of Purpose

The purpose of this Agreement is to develop the Anishinabek Police Service which will provide policing services on

Anishinabek Territory and to provide for the transition of responsibility for policing from First Nations Constables supervised by the O.P.P. to the Anishinabek Police Service controlled by a Police Governing Authority.

3. Relationship to the Ontario First Nations Policing Agreement

- (a) This Agreement is made pursuant to the Ontario First Nations Policing Agreement as amended from time-to-time. Except to the extent that this Agreement provides otherwise, all of the provisions of the Ontario First Nations Policing Agreement, being Schedule "A" attached hereto, apply to this Agreement.
- (b) In the event that changes are made to the Ontario First Nations Policing Agreement after the execution of this Agreement, the Anishinabek Police Service shall obtain the benefit of any relevant enhancement in First Nations policing arrangements that may be contained therein.

4. Anishinabek Police Council

- (a) The Anishinabek Police Council shall be established and shall comprise the Chief of each of the **NATIONS** and one other representative selected by the First Nations Government of each of the **NATIONS**.
- (b) It shall be the responsibility of the Anishinabek Police

Council to:

- (i) identify the policing goals, aspirations and needs of the NATIONS and communicate them to the Board of Directors;
 - (ii) ensure that the Board of Directors is carrying out its functions under this Agreement;
 - (iii) ensure, through the Board of Directors, that the Anishinabek Police Service is providing effective and efficient police services to the NATIONS;
 - (iv) issue directives and terms of reference for the development of policy matters by the Board of Directors and;
 - (v) select the Board of Directors and ensure that its members are properly trained to carry out the duties of the Board.
- (c) The Anishinabek Police Council shall select a Chair from among its members and shall meet not less than yearly.

5. Anishinabek Police Service

The Anishinabek Police Service shall be incorporated as a provincial non-profit enterprise comprising the Board of Directors, the Local Policing Committees of each of the NATIONS and the police and civilian employees of the Anishinabek Police Service.

6. Board of Directors

- (a) The Board of Directors shall comprise not less than four and not more than nine members selected by the Anishinabek Police Council. At least one of the Directors shall be an Elder and the remainder shall be selected from among the members of Local Policing Committees. ONTARIO shall and CANADA may, in consultation with the First Nations Parties hereto, appoint a non-member advisor to serve on the Board of Directors, during the transition period, in a technical and liaison capacity.
- (b) It shall be the responsibility of the Board of Directors to:
- (i) select a Chief of Police and Deputy Chief of Police to carry out the responsibilities set out in paragraphs 8 and 9 of this Agreement and to monitor their performance;
 - (ii) select an administrator to carry out the responsibilities set out in paragraph 10 of this Agreement and to monitor his or her performance;
 - (iii) set the objectives of the Anishinabek Police Service which shall include protection of life and property, enforcement of the law and implementation of preventive policing services all of which are to be provided in a community oriented manner;
 - (iv) select hiring boards to make recommendations on the

recruitment of Anishinabek Peacekeepers and civilian staff by the Board of Directors;

- (v) develop a personnel policy to deal with the recruitment, training, promotion and conditions of service (including conflict of interest guidelines) of police and civilian staff of the Anishinabek Police Service;
- (vi) develop a process for dealing with complaints against and discipline of Anishinabek Peacekeepers which shall be called the Code of Conduct of the Anishinabek Police Service;
- (vii) ensure that the Anishinabek Police Service purchases, leases or is otherwise provided with such office, cell accommodation, vehicles and equipment as shall enable it to provide effective and efficient police services;
- (viii) conduct an annual evaluation of the Anishinabek Police Service to determine its effectiveness and efficiency and make necessary changes to improve performance;
- (ix) select a Chair from among its members and meet not less than quarterly;
- (x) obtain and maintain liability insurance coverage for members of the Board of Directors and Local Policing Committees for actions undertaken by such members acting in the execution of their duties as members of the Board of Directors, Local Policing Committees or the Police Governing Authority of the Anishinabek

Police Service;

- (xi) consider recommendations from Local Policing Committees and the Chief of Police on matters which, by this Agreement, are under the jurisdiction of the Board of Directors; and,
- (xii) cooperate with Local Policing Committees in acting as the Police Governing Authority in any consultations with the Commissioner over the appointment or termination of appointment of an Anishinabek Peacekeeper as a First Nations Constable.

7. Local Policing Committee

- (a) A Local Policing Committee shall be established in each of the NATIONS and shall comprise one councillor and not less than two community representatives selected by the First Nations Government of each of the NATIONS whereby the majority shall not be members of the First Nations Government during their membership on the Local Policing Committee.
- (b) It shall be the responsibility of a Local Policing Committee to:
 - (i) identify the local policing needs;
 - (ii) develop community-based strategies, including crime prevention programs, to assist the Anishinabek Police Service;
 - (iii) liaise with the local supervisory Anishinabek

- Peacekeeper and the local detachment of the O.P.P.;
- (iv) make recommendations to the Board of Directors on matters which, by this Agreement, are under the Board's jurisdiction;
 - (v) make representations to the Anishinabek Police Council on matters which, by this Agreement, are under the Council's jurisdiction;
 - (vi) select a Chair from among its members and meet not less than every two months; and,
 - (vii) cooperate with the Board of Directors in acting as the Police Governing Authority in any consultations with the Commissioner over the appointment or termination of appointment of an Anishinabek Peacekeeper as a First Nations Constable.

8. Chief of Police

The duties of the Chief of Police shall include:

- (a) developing, directing, managing and coordinating all aspects of the administrative and operational activities of the police service;
- (b) attending meetings of the Board of Directors and the Anishinabek Police Council and providing advice and consultation, as requested;
- (c) selecting supervisors to ensure that preventive patrol, investigation and other activities are effectively and efficiently carried out;

- (d) ensuring the maintenance of proper records and statistics on crimes, investigations, calls for police services and other relevant information and filing an annual report on all aspects of the Anishinabek Police Service with the Board of Directors;
- (e) ensuring compliance with the Code of Conduct;
- (f) submitting budgets, expenditure reports and other reports as requested to the Board of Directors in a timely fashion;
- (g) being responsible to the Board of Directors for all aspects of the management of the Anishinabek Police Service; and
- (h) such other duties as are assigned by the Board of Directors.

9. Deputy Chief of Police

- (a) The duties of the Deputy Chief of Police shall include:
 - (i) acting as Chief of Police in the latter's absence;
 - (ii) developing, in consultation with Local Policing Committees, crime prevention, community relations, emergency measures and school liaison initiatives which are relevant to the NATIONS;
 - (iii) ensuring effective coordination of operational police services among the NATIONS; and,
 - (iv) such other duties, not inconsistent with the above, as

the Chief of Police should direct.

- (b) The Deputy Chief of Police, when acting as Chief of Police, shall have all the powers and responsibilities of the Chief of Police except to the extent that the Board of Directors, in writing, directs otherwise.

10. Administrator

- (a) The administrator shall be responsible to the Chief of Police for the effective and efficient administration of the Anishinabek Police Service.
- (b) The duties of the Administrator shall include:
- (i) responsibility for all financial transactions of the Anishinabek Police Service;
 - (ii) preparing budgets, expenditure reports and accounts for the Chief of Police and Board of Directors;
 - (iii) developing and implementing payroll, inventory and auditing systems to ensure financial accountability for the monies and property of the Anishinabek Police Service;
 - (iv) supervising all civilian staff;
 - (v) general administrative activities; and
 - (vi) such other duties as are assigned by the Chief of Police

11. Police Supervisors

- (a) A police supervisor, responsible to the Chief of Police, shall be the local unit officer in charge of policing at each of the NATIONS.
- (b) The duties of the police supervisor shall include:
 - (i) assigning operational tasks to Anishinabek Peacekeepers and ensuring that they are accomplished in compliance with the objectives of the Anishinabek Police Service;
 - (ii) preparing work schedules;
 - (iii) ensuring compliance with the Code of Conduct and the operational and administrative standards and policies of the Anishinabek Police Service;
 - (iv) reporting regularly to the Chief of Police on all operational issues;
 - (v) reporting regularly to the Administrator on all administrative and financial issues; and
 - (vi) attending all meetings of the Local Policing Committee and, when requested, meetings of the Board of Directors and the Anishinabek Police Council.

12. Duties of the Anishinabek Peacekeepers

It shall be the duty of all Anishinabek Peacekeepers to:

- (a) maintain and promote peace, order and public safety;
- (b) prevent crime;

- (c) enforce First Nations laws and all applicable federal and provincial statutes on Anishinabek Territory;
- (d) prevent accidents and promote safe use of vehicles and vessels;
- (e) conduct preventive patrols and intervene in disturbances to restore the peace;
- (f) conduct investigations into alleged crimes and other offences;
- (g) search for missing persons;
- (h) provide escorts for prisoners;
- (i) participate in crime prevention activities, school visits, public education and make referrals to appropriate social agencies;
- (j) provide advice on building and property security;
- (k) execute warrants and serve summonses, subpoenas and other court documents related to offences under relevant federal, provincial and First Nations laws;
- (l) provide assistance to other police services, and
- (m) make reports in writing, as required, in a timely fashion in connection with all of the above.

13. Community Support for Anishinabek Peacekeepers

The Board of Directors, Local Policing Committees and the Chief of Police may develop programmes to support Anishinabek Peacekeepers in aspects of their work as appears to the

programme developers to be appropriate to the NATIONS involved and that are approved by the Board of Directors.

14. Police Training and Education

(a) Under paragraph 9 of the Ontario First Nations Policing Agreement, the words "or the equivalent" include, for the purposes of this Agreement, such training arrangements as may be made by the Anishinabek Police Service in consultation with CANADA and ONTARIO.

(b) Under paragraph 10 of the Ontario First Nations Policing Agreement, the police governing authority, may request or provide such training to ensure, for the purposes of this Agreement, that preventive policing that is delivered in a community-oriented manner shall be the practice of the Anishinabek Police Service.

15. Ontario First Nations Police Commission

Without prejudice to future relationships, if any, between the Anishinabek Police Council, the Board of Directors, Local Policing Committees and the Ontario First Nations Police Commission, the Anishinabek Nation shall continue to be a member of the Ontario First Nations Police Commission during the term of this Agreement.

16. Transition Period

- (a) (i) The term of this Agreement shall be regarded as a transition period during which the Anishinabek Police Service will increasingly take responsibility for policing Anishinabek Territory.
- (ii) It is anticipated that other First Nations members of the ANISHINABEK NATION may seek to be policed by the Anishinabek Police Service by becoming parties to this Agreement and being added to the NATIONS described herein, subject to further negotiations by the Parties hereto and such members of the ANISHINABEK NATION.
- (iii) The existing seniority of First Nations Constables shall carry over to the Anishinabek Police Service and, in the event of a NATION withdrawing therefrom, shall also carry over into any other First Nations policing option chosen under the provisions of the Ontario First Nations Policing Agreement 1991-1996.
- (b) Specific projects which shall be completed during the transition period are set out in the transition plan attached as Schedule "D" hereto. The purpose of this transition plan is to ensure the smooth and cooperative implementation of this Agreement.
- (c) During the term of this Agreement, a seven (7) member Transition Committee comprising one member from each of the ANISHINABEK NATION, the NATIONS, CANADA and ONTARIO,

shall meet as requested by any member of the Transition Committee to ensure that the statement of purpose referred to in paragraph 2 of this Agreement is being achieved and to cooperate in ensuring as smooth a transition of policing responsibility as is practicable.

17. Liability Insurance

(a) The Anishinabek Police Service shall, as part of its operating expenses, and without limiting the obligations contained in this Agreement, insure the operations of the Anishinabek Police Service and its members, employees or agents under a contract of comprehensive or commercial general liability with an insurer licensed in Ontario in an amount of not less than ten million dollars (\$10,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.

(b) The Anishinabek Police Service shall promptly provide to CANADA and ONTARIO, upon request, proof of all required insurance in a form acceptable to CANADA and ONTARIO.

(c) The cost of liability insurance for the Anishinabek Police Service including the liability of the Board of Directors, shall be paid for by CANADA and ONTARIO on a 52%-48% basis respectively, as set out in Schedule "B".

18. Relationship to CANADA and ONTARIO

Indemnity

(a) The Anishinabek Police Service shall indemnify and hold harmless CANADA and ONTARIO and their employees and agents from any claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Anishinabek Police Service, its employees or agents, in the performance by the Anishinabek Police Service of this Agreement. Such indemnity shall survive this Agreement.

Non-Employment

(b) Nothing in this Agreement shall be read or construed as conferring upon the Anishinabek Police Service or its officers, employees, agents or contractors the status of officer, employee, servant or agent of CANADA or ONTARIO.

19. Dress Code

The uniform to be worn by the Anishinabek Police Service shall be as prescribed by the Board of Directors in consultation with ONTARIO.

20. Salaries and benefits

(a) Subject to subparagraph 20(b) of this Agreement, the salaries and fringe benefits paid to the employees of the Anishinabek

Police Service shall be paid from the cost-per-constable moneys provided for in Schedule "B" to this Agreement, shall not be less than the salaries and benefits paid under the Ontario First Nations Policing Agreement, and shall include enrolment in the current provincial pension plan.

- (b) Subparagraph 20(a) of this Agreement shall be without prejudice to further review agreed to by the Parties hereto of the salaries and fringe benefits to be paid to employees of the Anishinabek Police Service.

21. Complement

The maximum complement of the Anishinabek Police Service during the term of this Agreement is set out in Schedule "B" to this Agreement. The complement of 21 First Nations Constables had been allocated to the NATIONS prior to the signing of this Agreement and forms part of the complement of 222 positions allocated through the Ontario First Nations Policing Agreement.

22. Financial Arrangements

- (a) The maximum costs of the Anishinabek Police Service's activities under this Agreement including capital costs for buildings, as estimated by the Board of Directors, are set out

in Schedule "B" to this Agreement. Subject to subparagraph 22(j), payments made by Ontario to the Anishinabek Police Service, and by Canada to Ontario, will be based on the actual costs of the Anishinabek Police Service's activities under this Agreement, but will not exceed the amounts set out in Schedule "B". For greater clarity, such payments shall be cost-shared by Canada and Ontario on a fifty-two per cent (Canada) - forty-eight per cent (Ontario) basis.

(b) The Board of Directors shall submit to Canada and Ontario by August 31 in each of the fiscal years 1993-94 to 1996-97, inclusive, the estimated budget for the Anishinabek Police Service for each next succeeding fiscal year and the Parties hereto shall, at the request of any of them, discuss issues arising from the budget.

(c) Subject to subparagraph 22(j), Ontario shall, during the fiscal years 1993-94 and 1994-95, make quarterly payments to the Anishinabek Police Service of the annual amounts set out in Schedule "B", and such payments shall be made during the first week of each quarter. Thereafter best efforts will be made to adopt systems to permit the making of such payments on an annual basis during the first week of the first quarter. Until such systems are adopted, payments shall continue to be made on a quarterly basis.

(d) Canada shall, during the term of this Agreement, make quarterly payments to Ontario of Canada's share of the annual amounts set out in Schedule "B", and such payments shall be made during the first week of each quarter. Best efforts will be made to adopt systems to permit the making of such payments on an annual basis for the 1995/96 fiscal year of this Agreement. Until such systems are adopted, payments shall continue to be made on a quarterly basis.

(e) Not more than thirty days following the end of each quarter, the Board of Directors shall provide a report to Canada and Ontario which includes,

(i) an accounting of the expenditures made in that quarter in execution of this Agreement; and

(ii) a revised budget for the balance of the fiscal year, if necessary,

and such report shall be in a form satisfactory to Canada and Ontario.

(f) Where, in any year, the actual costs in the Anishinabek Police Service's activities under this Agreement are lower than the estimated costs set out in Schedule "B", resulting in an overpayment to the Anishinabek Police Service,

(i) the payment made by Ontario to the Anishinabek Police Service in the second quarter of the fiscal year following the year in which the overpayment was made shall be reduced by a

amount equivalent to the overpayment; and

(ii) the payment made by Canada to Ontario in the second quarter of the fiscal year following the year in which the overpayment was made shall be reduced by an amount equivalent to 52% of the overpayment.

(g) The Anishinabek Police Service shall provide to CANADA and ONTARIO audited financial statements of the Anishinabek Police Service not more than 3 months after the end of each fiscal year to which this Agreement relates.

(h) Independent auditors may be appointed by Canada or Ontario, at their expense, to review the financial records maintained by the Anishinabek Police Service to ensure that funds are being managed in accordance with the provisions of this Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

(i) Canada or Ontario, as the case may be, shall provide to the other Parties hereto any reports made by independent auditors appointed under subparagraph (h).

(j) The financial contributions of Canada and Ontario toward the costs incurred in the execution of this Agreement are subject always to the necessary grant of authority from and

appropriation of resources by Parliament or the Legislature, as the case may be.

(k) Notwithstanding subparagraphs 22(a) and 22(c), salaries and benefits payable to Anishinabek Peacekeepers shall continue to be paid directly by Ontario throughout the term of this Agreement, and the costs of the Board of Directors, as set out in Schedule "B", shall be paid directly to the Board, by Ontario and Canada.

(l) There shall be a developmental/transition budget as set out in Schedule "C" to supplement the 1993-94 fiscal year operations.

(m) The costs set out in Schedule "C" shall be cost-shared by Canada and Ontario on a fifty-two per cent (Canada) - forty-eight per cent (Ontario) basis. Half of the amount due shall be paid by Canada and Ontario directly to the Anishinabek Nation not later than October 1, 1993 and the remainder not later than January 1, 1994, or as soon thereafter as practicable in the event of delay in signing the Agreement.

23. Interpretation

Nothing in this Agreement shall be construed so as to affect in any way the aboriginal, treaty, constitutional or other

rights, privileges or freedoms which have accrued to or may accrue to the ANISHINABEK NATION or the NATIONS or their members regardless of whether such rights, privileges or freedoms are recognized, established or defined before or after the execution of this Agreement.

24. Amendment

- (a) This Agreement may be amended from time to time by agreement of the Parties hereto in writing.
- (b) Any renegotiation required before amendments are made shall utilize the Indian Commission of Ontario process unless the Parties hereto agree to other procedures.

25. Commencement

Notwithstanding the date upon which it is executed, this Agreement shall commence on October 1, 1993.

26. Dispute Resolution

- (a) Without prejudice to subparagraph 27(c), if any dispute arises between the Parties hereto on the interpretation or implementation of any of the provisions of this Agreement, every effort will be made by them to resolve the matter

informally and expeditiously. Only in the event of a failure of the parties to reach agreement shall the matter be referred to the Indian Commission of Ontario to appoint an independent Chair, agreeable to all parties, to convene forthwith a meeting of all Parties hereto and they shall attempt to secure an expeditious resolution of the dispute.

- (b) If the dispute referred to in subparagraph 26(a) is one which prevents the application of one or all of the provisions of this Agreement or if another situation arises which prevents the application of one or all of the provisions of this Agreement, the Parties hereto shall, upon being duly served with written notice of such dispute, forthwith refer the matter to the Transition Committee referred to in subparagraph 16 (c). If this committee is unable to resolve the dispute within ninety (90) days of receipt of such notice, any Party hereto may invoke the provisions of subparagraph 27(c).

27. Expiration

- (a) Subject to subparagraphs 27(b) and 27(c), this Agreement shall expire on March 31, 1996, unless it is renewed or extended prior to its expiry by agreement of the Parties hereto. No later than April 1, 1995, the Parties hereto shall commence to negotiate, in good faith, the terms of a new policing agreement and use their best efforts to complete those negotiations by October 1, 1995.

- (b) In the event that jurisdictional, constitutional or related arrangements between the Parties hereto are changed during the term of this Agreement in a manner which alters the nature of the current relationships between the Parties hereto, the provisions of this Agreement shall, subject to subparagraph 27(c), remain in effect to ensure continuity of police services until the Parties hereto make alternative arrangements to take account of such new jurisdictional, constitutional or related circumstances.
- (c) In the event of a breach, disagreement or other situation preventing the application of one or all of the clauses of this Agreement which the Parties hereto, with the assistance of the Indian Commission of Ontario, are unable to resolve through good faith participation in the processes identified in paragraph 26, any of the Parties hereto may terminate the Agreement by giving the other parties sixty (60) days notice of termination. Should this Agreement be so terminated, any unused contributions shall be returned to the party that provided the funding.

28. Withdrawal

- (a) A NATION may withdraw from this Agreement by giving at least twelve months written notice to the other Parties hereto, which notice shall specify the effective date of such withdrawal.

- (b) A NATION withdrawing from the Anishinabek Police Service, pursuant to paragraph 28 of this Agreement, shall retain its complement of First Nations Constables together with its existing financial, personnel and support services. On receiving notice from a NATION of such intent to withdraw, the other Parties hereto shall return forthwith to negotiations to discuss the reasonable implications of such withdrawal for the continuation of this Agreement. Among other things, the operation, composition, financial and other support services of the Police Governing Authority and of the headquarters of the Anishinabek Police Service shall be reconsidered by the remaining Parties to this Agreement.

29. Evaluation

- (a) The operation and administration of all of the arrangements under this Agreement shall be evaluated during the final six months of the 1994/95 fiscal year in order that the evaluation report may be considered by the Parties hereto during the first quarter of the final fiscal year of this Agreement with a view to a decision being made on future First Nations policing arrangements on Anishinabek Territory. The Parties hereto agree that the results of the evaluations conducted by the Board of Directors under clause 6(b)(viii) of this Agreement shall be made available to the evaluators appointed

to carry out the evaluation contemplated by this subparagraph.

- (b) The financing of the evaluation referred to in subparagraph 29(a) shall be provided for as set out in Schedule "B" of this Agreement.

30. Miscellaneous

The Anishinabek Police Council, the Board of Directors and the Local Policing Committees created under this Agreement shall develop administrative procedures and policies, not inconsistent with this Agreement, to allow them to fulfil their respective mandates.

31. Discharge of Duties of the Commissioner

Nothing in this Agreement shall be construed so as to preclude the Commissioner from discharging all duties under the Police Services Act of Ontario or under the statutory or common law of Ontario or Canada.

32. Schedules

Schedules "A", "B", "C" and "D" form part of this Agreement and the terms thereof are binding on the Parties hereto.

IN WITNESS WHEREOF this Agreement has been executed on

on behalf of Canada by

Aly N. Hildan.
(witness)

SOLICITOR GENERAL OF CANADA

and on

, on behalf of Ontario by,

(witness)

SOLICITOR GENERAL AND MINISTER
OF CORRECTIONAL SERVICES OF
ONTARIO

(witness)

MINISTER RESPONSIBLE FOR
NATIVE AFFAIRS

and on

, on behalf of the Anishinabek Nation by

(witness)

GRAND COUNCIL CHIEF

and on

, on behalf of the NATIONS by

(witness)

Chief, Saugeen First Nation

(witness)

Chief, Garden River First Nation

James Jacob
(witness)

[Signature]
Chief, Curve Lake First Nation

[Signature]
(witness)

Chief Joseph J. Chief
Chief, Sagamok Anishnawbek

Schedule A

The Ontario First Nation Policing Agreement 1991-1996, as amended, is attached hereto as Schedule A of the Anishinabek Regional Policing Agreement 1993-1996.

SCHEDULE "B"

ANISHINABEK REGIONAL POLICING AGREEMENTESTIMATED EXPENDITURES 1993/94 to 1995/96ESTIMATED OPERATING COSTS
(POLICING OPERATIONS):

<u>Fiscal Year</u>	<u>Maximum Police No.</u>	<u>Maximum Civilian No.</u>	<u>Costs Per Constable</u>	<u>Canada's Share</u>	<u>Ontario's Share</u>	<u>Total</u> \$
1993/94	21	3	37,321	407,551	376,201	783,752
1994/95	21	3	81,013	884,662	816,611	1,701,273
1995/96	21	5	90,195	984,929	909,166	1,894,095

ANISHINABEK POLICE GOVERNING AUTHORITY
ESTIMATED OPERATING COSTS
(BOARD OF DIRECTORS)

<u>Fiscal Year</u>	<u>Canada's Share</u>	<u>Ontario's Share</u>	<u>Total</u>
1993/94	41,535	38,340	79,875
1994/95	80,548	74,352	154,900
1995/96	79,118	73,032	152,150

ANISHINABEK POLICE GOVERNING AUTHORITY
Details of Board of Directors Operating Budget

Item:	Expenses:		
	Oct. 93 to Mar. 94	Fiscal 1994/95	Fiscal 1995/96
Directors honorarium and travel	40,000	72,000	72,000
Administrator salary	22,500	45,000	45,000
Benefits 15%	3,375	6,750	6,750
Administrator travel	0	5,000	5,000
Professional services	3,000	5,000	5,150
Local policing committee	2,000	4,000	4,000

Consultations	4,000	4,000	4,000
Office equipment	0	3,150	5,250
Rental	5,000	10,000	5,000
Totals:	79,875	154,900	152,150

ESTIMATED CAPITAL COSTS

<u>Fiscal Year</u>	<u>Canada's share</u>	<u>Ontario's Share</u>	<u>Total</u>
1993/94	0	0	0
1994/95	26,000	24,000	50,000
1995/96*	26,000	24,000	50,000
* Pending Evaluation of the Anishinabek Police Service			

ESTIMATED EVALUATION COSTS

<u>Fiscal Year</u>	<u>Canada's Share</u>	<u>Ontario's Share</u>	<u>Total</u>
1993/94	0	0	0
1994/95	0	0	0
1995/96	10,400	9,600	20,000

ESTIMATED LIABILITY INSURANCE COSTS

<u>Fiscal Year</u>	<u>Canada's Share</u>	<u>Ontario's Share</u>	<u>Total</u>
1993/94	6,500	6,000	12,500
1994/95	13,000	12,000	25,000
1995/96	13,000	12,000	25,000

SCHEDULE "C"**ANISHINABEK POLICE SERVICE DEVELOPMENTAL/TRANSITION BUDGET**
Notes on the Developmental/Transition Budget 1993/94**Introduction**

It has been recognized that funding would be required to assist the Anishinabek Police Service in the initial start-up and development/transition stage. Therefore this contribution proposal will point out those costs associated with implementation and future planning.

Anishinabek Transition Coordinator Salary

Duties of the Transition Coordinator will be developed from Schedule "D" of the Anishinabek Policing Agreement.

Anishinabek Training Module

This training strategy is seen as essential during the early development stages of the Anishinabek Police Service. It will provide all members through training, the unique concepts of community diversity, traditional background, respect, knowledge and communications.

Uniforms

This cost will assist the Anishinabek Police Service with the initial purchase of new uniforms.

Patrol equipment

This cost will assist the Anishinabek Police Service in the purchase of one (1) marine unit.

ANISHINABEK POLICE SERVICE - DEVELOPMENTAL/TRANSITION BUDGET

Item:	\$
=====	=====
Coordinator salary	43,000
Benefits 15%	6,450
Travel	10,000
Office space	5,000
Office supplies (print, phone, fax)	3,500
Anishinabek training	22,000
Uniforms	21,300
Patrol/office start-up/equipment	40,000
Anishinabek incorporation	3,000
<hr/> Total:	<hr/> 154,250

SCHEDULE "D"

TRANSITION PLAN FOR 1993/94

It is intended that during the first year of this Agreement the overall goal is to establish a solid basis on which to build for the future. Therefore priority activities during the first year are identified as follows:

1. Police Service

=====

Incorporate the Anishinabek Police Service.

2. Police Governance

=====

Select members of the Local Policing Committees and Board of Directors. Train Board of Directors and develop guidelines on conflicts of interest for the information of members of the Board and the Local Policing Committees.

3. Staffing

=====

Board of Directors to recruit, hire and, where appropriate, provide for the training of the Chief of Police, Deputy Chief of Police, Administrator and civilian staff.

4. Organizational Development

=====

Development of organizational tools including but not limited to: Code of Conduct, procedures for internal discipline and public complaints, internal record keeping, administrative procedures and performance appraisal system.

5. Facilities and equipment

=====

Develop a detailed and phased plan for the upgrading and maintenance of facilities and equipment.

6. Delineation of duties

=====

In cooperation with the OPP (and Transition Committee) and based on an assessment of the strengths and present levels of skill of staff, develop a plan which details:

- * allocation of investigative and other police and administrative duties between the Anishinabek Police Service and the OPP

- * an orderly, phased progression whereby the Anishinabek Police Service assumes greater responsibilities

- * a training plan in keeping with the above

7. Technical Cooperation

=====

The Transition Committee shall address technical implementation issues such as the continued use of OPP telecommunications equipment by the Anishinabek Police Service and the continuing relationship between the police service and financial, transportation and supply agencies of Ontario (including the First Nations and Contract Policing Branch and the OPP Training Branch).

8. Other initiatives with long-term implications

=====

* developing professional relationships with neighbouring police services and community services including protocols re activities commencing in one police jurisdiction and ending in another, or involving more than one jurisdiction

* development of community relations and media relations plans

* building good internal relationships within the First Nations structure, e.g. Chief and Council, Community Committees, civilian assistance to police

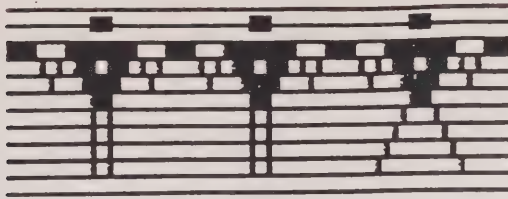
9. Future years

=====

Depending upon progress made in the first year, appropriate planning will be undertaken by the Board of Directors for the remaining years of the Agreement.

NOTE: It is understood that the above activities will be undertaken in association with the Transition Committee. Activities under items 6 and 7 above will be dependent on progress made in 1993/94, the identified needs of the organization and the process of consultations within the Transition Committee.

INDIAN COMMISSION *of* ONTARIO



SCHEDULE "A"

ONTARIO FIRST NATIONS

POLICING AGREEMENT

1991 - 1996

GRAND COUNCIL TREATY #3 NATION
NISHNAWBE-ASKI NATION
ASSOCIATION OF IROQUOIS AND
ALLIED INDIANS
ANISHINABEK NATION
SIX NATIONS OF THE GRAND RIVER
CANADA
ONTARIO

MARCH 30, 1992

ONTARIO FIRST NATIONS

POLICING AGREEMENT

1991 - 1996

GRAND COUNCIL TREATY #3 NATION
NISHNAWBE-ASKI NATION
ASSOCIATION OF IROQUOIS AND
ALLIED INDIANS
ANISHINABEK NATION
SIX NATIONS OF THE GRAND RIVER
CANADA
ONTARIO

INDIAN COMMISSION OF ONTARIO
March 30, 1992

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AGREEMENT made this 30th day of March 1992,

AMONG:	GRAND COUNCIL TREATY #3 NATION	OF THE FIRST PART
	- and -	
	NISHNAWBE-ASKI NATION	OF THE SECOND PART
	- and -	
	THE ASSOCIATION OF IROQUOIS AND ALLIED INDIANS	OF THE THIRD PART
	- and -	
	ANISHINABEK NATION	OF THE FOURTH PART
	- and -	
	THE CHIEF AND COUNCIL OF THE SIX NATIONS OF THE GRAND RIVER TRACT	OF THE FIFTH PART
	- and -	
	HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development and the Solicitor General hereinafter referred to as CANADA	OF THE SIXTH PART
	- and -	
	HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as represented by the Solicitor General hereinafter referred to as ONTARIO	OF THE SEVENTH PART

WHEREAS under the Constitution Acts, 1867 and 1982, Canada has legislative responsibility with respect to Indians and lands reserved for the Indians, Ontario has legislative responsibility for the administration of justice in the Province of Ontario and the aboriginal peoples of Canada have their existing aboriginal and treaty rights recognized and affirmed thereby; and,

WHEREAS the Parties hereto wish to cooperate with each other in striving to ensure that effective and efficient police services consistent with First Nations needs and requirements, exist on all First Nations territories in Ontario; and,

WHEREAS the Parties hereto, while recognizing that amongst themselves and when acting together there exists full federal, provincial and First Nations authority, responsibility and jurisdiction to make this Agreement consistent with evolving constitutional arrangements, further recognize that this Agreement does not alter or affect the division of constitutional authority, responsibility, jurisdiction or rights of the Parties hereto or any position that the Parties hereto may adopt in any forum with respect thereto; and,

WHEREAS the Parties hereto are desirous of entering into a multi-year Agreement on First Nations policing arrangements in the Province of Ontario in order to build on the progress made by previous policing Agreements between the Parties hereto and to

provide a secure basis for the creation or continued development, on First Nations territories, of First Nations Police Services controlled, within the meaning of this Agreement, by First Nations police governing authorities or such other police services as are desired by First Nations Governments and are described in this Agreement; and

WHEREAS First Nations Police Services, the O.P.P., the R.C.M.P., municipal and regional police services are professionals working cooperatively and contributing equally to the safety and security of the people of Ontario.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

Definitions

1. (a) In this Agreement,

(i) "Civilian staff" means persons, not being First Nations Constables, who provide support services to a First Nations Police Service;

(ii) "Commission" means the Ontario First Nations Police Commission referred to in paragraph 22 of this Agreement;

- (iii) "Commissioner" means the Commissioner of the Ontario Provincial Police;
- (iv) "First Nations Constable" means a First Nations Constable under the Police Services Act of Ontario who is appointed pursuant to paragraph 8 of this Agreement;
- (v) "First Nations Government" means the Council of an Indian Band in Ontario (as defined in the Indian Act of Canada);
- (vi) "First Nations Territory" means a reserve (as defined in the Indian Act of Canada);
- (vii) "O.P.P." means the Ontario Provincial Police;
- (viii) "police governing authority" means the body appointed pursuant to paragraph 19 of this Agreement;
- (ix) "quarter" means the period of three calendar months extending from April 1st to June 30th, July 1st to September 30th, October 1st to December 31st, or January 1st to March 31st in any year during the term of this Agreement;

- (x) "R.C.M.P." means the Royal Canadian Mounted Police.
- (b) The definitions of "First Nations Government" and "First Nations Territory" are used for the purposes of this Agreement only and do not necessarily reflect the meaning ascribed to these terms by the aboriginal peoples of Canada.

Goals

2. The primary goal of First Nations policing arrangements in Ontario is for the First Nations, with the financial support of Canada and Ontario, to provide an effective and efficient policing service which is culturally sensitive and appropriate for First Nations communities. This will include First Nations members in providing policing services and in serving on the police governing authorities responsible for providing such services. An effective policing service will include keeping the peace, providing protection to both persons and property through prevention, community education, and enforcement of federal, provincial and First Nations laws and rendering assistance to the public in both emergency and non-emergency situations.

Objectives

3. The primary objective of First Nations policing arrangements in Ontario is to provide a level and standard of police

service at least equivalent to that provided in non-aboriginal communities with the equivalent police work-load, population and location. A further objective is to provide 24-hour-per-day police coverage to any First Nations Territory where such coverage would be provided to a non-aboriginal community in Ontario with the equivalent police work-load, population and location.

Choice of First Nations policing arrangements

4. (a) A First Nations Government or group of First Nations Governments may, by negotiated agreement with Canada and Ontario, choose the type of First Nations policing arrangements to be implemented on its territory, which may consist of, but not be limited to, one or more of the following examples:
 - (i) a First Nations police service controlled, within the meaning of this Agreement, by a First Nations police governing authority operating on First Nations Territory e.g. the Six Nations Police has already been created,
 - (ii) a First Nations regional police service controlled, within the meaning of this Agreement, by a First Nations police governing authority operating on a group of First Nations Territories e.g. it is

intended that the Nishnawbe-Aski Nation Police , the Anishinabek Nation Police, the Grand Council Treaty #3 Police, and the Association of Iroquois and Allied Indians Police will be created during the term of this Agreement,

(iii) by agreement with the First Nations Police services involved, one First Nations police service supplemented by another First Nations police service,

(iv) by agreement with the municipal or regional police service involved or with the O.P.P., a First Nations police service supplemented by a municipal or regional police service or the O.P.P. in a manner not inconsistent with the Police Services Act of Ontario e.g. it is intended that First Nations should have the option of policing with First Nations Constables supported by a municipal or regional police service or by the O.P.P., or

(v) by agreement with the municipal or regional police service involved or with the O.P.P. to be policed by that municipal or regional police service or by the O.P.P. in a manner not inconsistent with the Police Service Act of Ontario e.g. it is intended

to the standards that are required, having regard to the particular demands of their respective communities and to be funded out of the monies allocated for training in Schedule "A" of this Agreement.

11. First Nations Constables shall be promoted under procedures established by the relevant police governing authority in consultation with the Commission.
12. First Nations Constables must have completed at least four years of secondary education, or the equivalent, by the end of the basic recruit training phase referred to in paragraph 9 to be eligible to continue in employment and retain First Nations Constable status.
13. First Nations Constables shall be eligible for admission to all in-service and advanced police training programmes available in Ontario and Canada subject to meeting the entry criteria for a particular course, a place being available, and having the recommendation of the relevant police governing authority supporting such attendance. The Parties hereto shall, in consultation with the Commission, use their best efforts to ensure that First Nations Constables receive sufficient in-service and advanced training to maximize their professional development.

Civilian support staff

14. Adequate civilian support staff is essential in the provision of effective and efficient police services, and the Parties hereto will ensure that, once the policing model referred to in subparagraph 4(a) has been selected by a First Nations Government or group of First Nations Governments and the appropriate complement of First Nations Constables has been identified, an adequate number of civilian support staff will also be appointed having regard to the police work-load, population, location, other matters relevant to policing and specific to the location in question.

Salaries, Fringe Benefits and Pensions

15. (a) Salaries paid to First Nations Constables and civilian staff under this Agreement shall be in accordance with classes and schedules established by arrangements among Canada, Ontario and representatives of the First Nations Governments and the annual salary adjustment for First Nations Constables and civilian staff shall be not less than the percentage adjustments granted to the O.P.P. and to O.P.P. civilian staff respectively.
- (b) Salaries referred to in sub-paragraph 15(a) for First Nations Constables shall include fringe benefits not less than those received by members of the O.P.P.

that First Nations should have the option of policing by other than a First Nations police service if they so desire.

- (b) The procedures to be adopted in exercising any of the options set out in sub-paragraph 4(a) are set out in paragraphs 32 and 47 of this Agreement.

Police Complement

5. The number of First Nations Constables required to provide effective and efficient First Nations police services in Ontario depends on the type of policing model chosen by First Nations Governments.
6. If all First Nations Governments were to choose a police service model referred to in sub-paragraph 4 (a) (iv), the minimum number of First Nations Constables required would be 213.
7. The police service models referred to in sub-paragraph 4(a) (iv) would require the smallest number of First Nations Constables and, to the extent that First Nations Governments choose the police service models referred in sub-paragraphs 4(a)(i), 4(a)(ii) or 4(a)(iii) and related policing agreements are negotiated, additional First Nations Constables will be required to a maximum of 313 during the term of this Agreement as shown in Schedule "A" attached hereto.

Police recruitment, training, education and promotion

8. First Nations Constables shall be identified by their own communities under procedures approved by the relevant police governing authority or, where no police governing authority has been created, under procedures established by the relevant First Nations Government. The Commissioner may then appoint any person so identified as a First Nations Constable under the Police Services Act of Ontario and shall not withdraw such status without first consulting with the body that identified a First Nations Constable for appointment.
9. First Nations Constables must receive the same basic recruit training, or the equivalent, as every Ontario Provincial Police officer including attendance at the Ontario Police College, the Ontario Provincial Police Academy and through detachments of the O.P.P. in order to be eligible to continue in employment. Basic recruit training in Ontario shall include a module on First Nations policing arrangements to provide relevance to First Nations Constables and to ensure that all police in Ontario have knowledge of First Nations policing arrangements, culture and traditions.
10. In addition to the arrangements made in paragraph 9, police governing authorities may individually or collectively request or provide additional training to ensure that the First Nations police service that is provided is of the type and up

(c) Salaries referred to in sub-paragraph 15(a) for civilian staff shall include fringe benefits not less than those received by O.P.P. civilian staff.

16. (a) In the event that it becomes necessary or desirable for any reason to enrol First Nations Constables in a pension plan that is different from the one in which they were first enroled, the Parties hereto will use their best efforts to minimize any detrimental impact relating to portability.

(b) The form of pension plan to cover First Nations policing arrangements will be the subject of discussion by the Parties hereto in connection with future developments respecting the employment of First Nations Constables in regional policing arrangements.

Buildings and Accommodation

17. Commensurate with the policing model selected, the complement of First Nations Constables appointed and the provision of adequate civilian support staff, the police governing authority or First Nations Government shall ensure that an appropriate police office and, where necessary, cell accommodation are supplied to enable an effective and efficient policing service to be provided on its First Nations territory in Ontario to a maximum cost in each fiscal year as shown in Schedule 'A' of this Agreement.

Equipment Supply and Standards

18. (a) Unless arrangements are agreed otherwise, equipment used by First Nations Constables in the performance of their duties, including all modes of transportation and communications, uniforms, and where applicable, firearms, together with any other equipment so used, shall be provided by Ontario through the O.P.P. procurement system or, where this can be more economically achieved, by other arrangements with competent suppliers.
- (b) Unless arrangements are agreed otherwise, equipment standards shall be set by the Commission in a manner not inconsistent with the Police Services Act of Ontario and the regulations made thereunder.

Police Governing AuthorityMembership

19. (a) Unless the parties to the arrangements agree otherwise, the membership of a police governing authority shall not exceed six in number. The appointment thereto and the duration thereof shall be at the discretion of a First Nations Government except that, Ontario and Canada may during the transition period, unless arrangements are agreed otherwise, appoint a member or a non-member advisor thereto, in consultation with the First Nations Government concerned, and the majority of First Nations Government appointees shall not be members of the First Nations Government.

- (b) Canada may appoint a member or a non-member advisor to a police governing authority if requested by the First Nations Government concerned.
- (c) It is intended that a Nishnawbe-Aski Nation police governing authority, an Anishinabek Nation police governing authority, a Grand Council Treaty #3 police governing authority and an Association of Iroquois and Allied Indians police governing authority will be created during the term of this Agreement.
- (d) Nothing in this paragraph shall preclude parties negotiating arrangements under subparagraphs 4(a)(i) and 4(a)(ii) of this Agreement from agreeing to other arrangements on the membership of the relevant police governing authority.

General duty

- 20. (a) It shall be a duty of the police governing authority to control, within the meaning of this Agreement, the police service provided on First Nations territory. A police governing authority referred to in subparagraphs 4(a)(i) or 4(a)(ii) shall determine the policing objectives for its community and identify the police and civilian support staff complement and the buildings and equipment necessary to police the community in an effective and

culturally sensitive manner. A First Nations Government involved in policing arrangements referred to in subparagraphs 4(a)(iii), 4(a)(iv) or 4(a)(v) shall determine the policing objectives for its community in cooperation with the police service it chooses to police that First Nations Territory.

- (b) There shall be no interference by the police governing authority or First Nations Government, in individual cases, in the investigative or prosecutorial process.
- (c) Subject to an agreement by the parties to the contrary, the police governing authority or First Nations Government shall not direct the police service with respect to specific operational decisions or day-to-day operations.
- (d) Functions recognized by this Agreement as belonging to a police governing authority or First Nations Government are exercisable only by that authority or Government and not by their members acting as individuals.

Police Discipline and public complaints

- 21. (a) The police governing authority referred to in subparagraph 4(a)(i) or 4(a)(ii) shall forthwith develop procedures for dealing with complaints against, and

discipline of, First Nations Constables and consult with the Commissioner thereon prior to making any final decision. Unless the parties to the arrangements agree otherwise, such procedures for discipline and complaints shall not be inconsistent with the principles set out in the Police Services Act of Ontario and the regulations made thereunder.

- (b) A First Nations Government or group of First Nations Governments choosing a police service referred to in subparagraphs 4(a)(iii), 4(a)(iv) or 4(a)(v) shall develop procedures referred in subparagraph 21(a) by agreement with the police service it chooses to police that First Nations Territory.

Ontario First Nations Police Commission

22. The Parties hereto have previously established the Commission, which is continued hereunder, and its membership consists of one representative of each of the Parties hereto. The Parties hereto recognize the importance of the Commission as part of the policing arrangements within the Province of Ontario and Canada and Ontario shall share the costs of the Commission as set out in Schedule 'A' of this Agreement.

23. (a) The Commission will,
(i) advise the appropriate bodies respecting the

promotion of a positive understanding of crime prevention and law enforcement by the First Nations of Ontario; and

- (ii) review and make decisions respecting the standards required for appointment pursuant to paragraph 8 of this Agreement, the equipment provided pursuant to paragraphs 18 and 19 and the training provided pursuant to paragraphs 9, 10 and 13; and
- (iii) receive and review submissions from First Nations Governments, police governing authorities, First Nations Constables and the First Nations Police Association or other representative of the First Nations Constables respecting the operation of any aspect of First Nations policing arrangements and make decisions therein except that the Commission shall not play a trial or appellate role in any formal discipline procedures taken against individual First Nations Constables; and
- (iv) assist First Nations Constables in their relations with First Nations Governments, Police Governing Authorities and the O.P.P. and other police agencies and with respect to their career goals; and

- (v) explore crime prevention programs and other policing arrangements which may be appropriate for First Nations Territories and may facilitate long-term planning for the policing of such First Nations territories; and
- (vi) provide a forum to resolve differences of opinion arising between the Commissioner, First Nations Governments and Police Governing Authorities under this Agreement; and
- (vii) develop a memorandum of understanding on the investigation of serious crime; and
- (viii) monitor the allocation of First Nations Constables under this Agreement; and
- (ix) maintain premises and hire sufficient staff with the necessary expertise to discharge the functions of the Commission; and
- (x) unless other arrangements are made by negotiations under sub-paragraphs 4(a) and 4(b), receive annual reports from Police Governing Authorities and the O.P.P. on First Nations policing arrangements funded under this Agreement; and

(xi) undertake such other duties as are assigned to it in this or any future Ontario First Nations policing agreements or First Nations regional policing arrangements in Ontario or pilot projects in connection therewith.

(b) The decisions and recommendations of the Commission shall require a consensus by its membership or, in the absence of consensus, by a procedure developed by the Commission.

(c) The Parties hereto shall, during the term of this Agreement, consider whether the Commission's composition and terms of reference should be made the subject of joint Orders-in-Council by Canada and Ontario or federal and provincial legislation. It is further understood by the Parties hereto that the structure, functions, budget and relationships of the Commission may be changed, by agreement of the Parties hereto, after consideration has been given to the report and recommendations of a consultant hired by the Parties hereto to report on the structure, functions and budget of the Commission and its relationship with police governing authorities referred to in this Agreement.

24. (a) Nothing in this Agreement shall be construed so as to preclude the Commissioner from discharging all duties

under the Police Services Act of Ontario or under the statutory or common law of Ontario or Canada.

- (b) In any case where it is necessary for the Commissioner to take action under subparagraph 24(a), in order to resolve any difference of opinion, between the Commissioner and any other party on the interpretation or implementation of subparagraph 24(a) of this Agreement, the Commissioner shall, within 90 days of taking such action, make a written report to the Commission on the dispute and on the action taken.

Duties, principles and guidelines to ensure effective policing and cooperation.

25. It shall be the duty of First Nations Constables and First Nations police services to keep the peace, prevent crime, enforce the law and seek to achieve the goals and objectives described in paragraphs 2 and 3 of this Agreement.
26. The relevant First Nations police service shall, as a general principle, be involved in all police operations on First Nations Territory.
27. The relevant Parties hereto shall communicate with federal, provincial, regional, municipal, and First Nations police services to exhort them to prepare mutually acceptable

guidelines to deal with law enforcement issues which may arise in areas where both First Nations and other police services exist in contiguous localities, with a view to ensuring a high degree of cooperation among police services involved in keeping the peace, preventing crime and enforcing the law. In particular, a copy of this Agreement shall be sent to each such police service.

28. Without prejudice to the generality of paragraph 27 herein, the Parties hereto agree that such guidelines should include procedures for dealing with:

- (a) police pursuits that commence in one jurisdiction and conclude in another and involve First Nations Territory;
- (b) appropriate notice when federal, provincial, regional or municipal police enter on to First Nations Territory or First Nations police enter on to the territorial jurisdiction of another police service for investigative or other law enforcement-related purposes;
- (c) emergency and extraordinary entry, without prior notification, and the development of alternative strategies to reduce the incidence of unnecessary entries.

29. The duties, principles and guidelines referred to in paragraphs 25 to 28 of this Agreement assume as follows:

- (a) The relevant First Nations police service under sub-paragraphs 4(a) (i) and (ii) of this Agreement, has primary responsibility for the enforcement of all laws on First Nations Territory which fall within its jurisdiction.
- (b) The relevant First Nations police service, under sub-paragraphs 4(a), the RCMP, the OPP and certain municipal police services (e.g. Sarnia Police Department) have responsibility for the enforcement of federal laws on First Nations Territory.
- (c) The relevant First Nations police service under sub-paragraphs 4(a) the OPP and certain municipal forces (e.g. Sarnia Police Department) have responsibility for the enforcement of provincial laws on First Nations Territory.
- (d) Unless arrangements to the contrary are made by by-law or otherwise, the relevant First Nations police service, under sub-paragraphs 4(a) has responsibility for the enforcement of Band By-Laws and other First Nations laws on First Nations Territories.

30. (a) The O.P.P. shall provide all reasonable support upon the request of First Nations Constables.

(b) Nothing in this Agreement shall prevent a police governing authority or First Nations Government from requesting the assistance of the O.P.P. or other relevant police agency.
31. All functions assigned to the Commissioner under this Agreement, with the exception of the appointment and withdrawal of appointment of First Nations Constables under the Police Services Act of Ontario, may be delegated by the Commissioner to any member of the O.P.P. acting with the approval of the Commissioner.

Transition period

32. A transition period is contemplated during the term of this Agreement during which, when so desired by a First Nations Government or group of First Nations Governments, responsibility for providing policing services on First Nations Territory will increasingly fall, (with financial support from Canada and Ontario) upon such First Nations. This transition period contemplates the following steps:

(a) identification by a First Nations Government or a group of First Nations Governments of a model under sub-

paragraph 4(a) for policing the First Nation or group of First Nations

- (b) establishment of a police governing authority
- (c) establishment of a police service
- (d) provision of an adequate number of trained First Nations Constables and civilian support staff
- (e) provision of adequate police office facilities, cell accommodation and operating equipment
- (f) establishment of a complaint and discipline process
- (g) where negotiations are necessary, the Indian Commission of Ontario process shall be utilized unless the parties thereto agree to other procedures.

Administration of First Nations Police Services

33. (a) Where a First Nations Government or group of First Nations Governments takes responsibility for a First Nations Police Service referred to in subparagraph 4(a)(i) or 4(a)(ii), then, unless arrangements are made to the contrary, the administration of that First Nations Police Service shall be the responsibility of the

relevant First Nations police governing authority which shall be the employer of its First Nations Constables and civilian staff, recognizing and accepting the responsibilities and obligations that are placed upon employers by law.

- (b) The OPP or other police service involved shall continue to share responsibility for the administration of policing arrangements with those First Nations Governments that choose not to establish their own police services under sub-paragraph 4(a)(i) or that choose not to become part of a First Nations regional police service under sub-paragraphs 4(a)(ii).
- (c) In arrangements referred to in sub-paragraphs 4(a)(iii) or 4(a)(iv), the First Nations Government shall be the employer of the First Nations Constables and civilian staff and the Commissioner or relevant Chief of Police shall administer First Nations policing arrangements jointly with the First Nations Governments concerned.
- (d) For the purposes of this paragraph "administration" includes the responsibility for the payment of salaries, and wages, employee benefits and other operating expenses incurred by the First Nations police service.

(e) Police governing authorities taking control of administration of police services under subparagraph 33(a) shall maintain such books and records and employ such procedures and safeguards as are mandatory in the case of funds allocated under the authority of Parliament and the Legislature respectively.

(f) Nothing in this paragraph shall prevent more specific arrangements being entered into by the parties to First Nations policing arrangements.

Financial arrangements

34. The Commission shall control its expenditures and limit them to the funds dedicated to the Commission under Schedule 'A' of this Agreement.

35. It is understood by the Parties hereto that Schedule "A" contains only estimates of expenditures on First Nations policing arrangements under this Agreement in the 1991-96 fiscal years and that the actual expenditures therein will be ascertained, in due course, by following the procedures described in paragraphs 36 to 40 (inclusive) of this Agreement, where appropriate.

36. The maximum costs of First Nations policing arrangements, as estimated by Ontario, are set out in Schedule "A". Payments made by Canada to Ontario will be based on the actual cost of

First Nations policing arrangements but will not exceed the costs set out in Schedule A and subject always to the appropriation of funds therefor by Parliament or the Legislature.

37. (a) Not more than thirty days following the end of each quarter, Ontario shall provide to the Commission and to the Parties hereto:

(i) an accounting of the expenditures made in execution of this Agreement during that quarter,

(ii) a billing for Canada's share of those costs, and

(iii) an Expenditure Plan and Cash Flow statement, if applicable.

(b) Such reporting shall be prepared by Ontario in a form satisfactory to Canada.

38. (a) Following receipt of the expenditure reports referred to in sub-paragraph 37(a), Canada shall pay to Ontario its share of the monies expended during that quarter. Cheques shall be processed within thirty (30) days of receipt of this expenditure report by Canada.

- (b) Ontario shall ensure that Police Governing Authorities who have taken over responsibility for the administration of First Nation Police Services under subparagraph 33(a) receive timely payments of funds to permit them to discharge their obligations under this Agreement.
 - (c) Ontario shall continue to provide liability insurance coverage for all First Nations Constables acting lawfully in the execution of their duties.
39. (a) Independent auditors may be appointed by Canada or Ontario at their own expense to review the financial records relating to First Nations policing arrangements maintained by the Ministry of the Solicitor General of Ontario or police governing authorities under this Agreement to ensure that First Nations policing arrangements under this Agreement are being managed within the agreed arrangement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records. All necessary adjustments shall be made within sixty (60) days after March 31 of each fiscal year covered by this Agreement, against payments made under paragraph 38(a) in respect of the twelve (12) month period in question and any amounts owing shall be paid to Canada by Ontario, or to Ontario by Canada, or to a

police governing authority by Ontario or to Ontario by a police governing authority as the case may be.

(b) Canada and Ontario shall provide to the Commission and to the Parties hereto any reports made by independent auditors appointed under subparagraph 39(a) herein.

40. Any payments made by either Canada or Ontario under this Agreement shall be by cheque drawn in favour of either the Receiver General of Canada or the Treasurer of Ontario, as the case may be.

41. The Commission shall provide the materials referred to in subparagraphs 37(a) and 39(a) to First Nations Governments or their representatives as First Nations Governments shall direct.

Miscellaneous

42. This Agreement shall not preclude and shall be without prejudice to:

(a) any other Tripartite discussions or any bi-lateral discussions between First Nations in Ontario and Canada on matters which may be dealt with under the Tripartite Process on First Nations self-government;

(b) constitutional discussions and processes;

(c) the position which any of the Parties hereto may adopt in any other forum; and

(d) negotiations on the Nishnawbe-Aski Memorandum of Understanding or on the Declaration of Political Intent.

43. Nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any First Nations regardless of whether such rights, privileges and freedoms are recognized, established and defined before or after the execution of this Agreement.

44. (a) This Agreement may be amended from time to time or terminated, or both, by agreement of the Parties hereto in writing.

(b) Any renegotiations required before amendments are made shall utilize the Indian Commission of Ontario process unless the Parties hereto agree to other procedures.

45. (a) This Agreement shall commence on the 1st day of April 1991 and shall expire on the 31st of March 1996, provided

that it shall be renewed or extended on terms and conditions agreed to in writing by the Parties hereto and pending such renewal or extension the provisions of this Agreement shall prevail.

(b) In the event that jurisdictional, constitutional or related arrangements between the Parties hereto were to be changed during the term of this Agreement in a manner which altered the nature of the current relationship between the Parties hereto, it is the intention of the Parties hereto to ensure continuity of First Nations policing services under this Agreement until any alternative arrangements that may be necessary can be considered.

(c) The alternative arrangements, if any, referred to in subparagraph 45(b) will be made by the Parties hereto meeting in negotiation to arrange the steps necessary to take account of both the changed circumstances and the need to ensure continuity of effective policing.

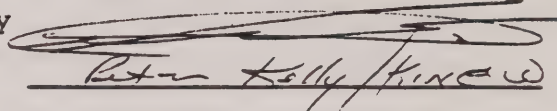
46. No member of the House of Commons or of the Ontario Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

47. Nothing in this Agreement shall be construed as requiring any First Nations Government or group of First Nations Governments to make any particular choice on the type of First Nations or other police service to adopt on any First Nations Territory or to be subject to any particular time-frame with respect to making any such choice. Such choices are a matter for the First Nations Governments or group of First Nations Governments concerned to proceed in a manner acceptable to their communities.

Evaluation

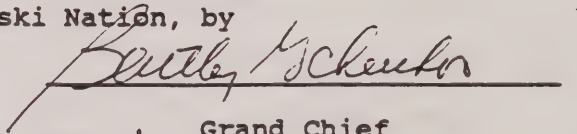
48. (a) The operation and administration of all of the arrangements under this Agreement shall be evaluated during the final six months of the fourth fiscal year of this Agreement by a process acceptable to the Parties hereto so that an evaluation report may be considered by the Parties hereto during the first quarter of the final fiscal year, with a view to a decision being made on future First Nations policing arrangements in the Province of Ontario.
- (b) The financing of the evaluation referred to in subparagraph 48(a) shall be provided as to 52% by Canada and 48% by Ontario and shall not exceed \$100,000.00 as referred to in Schedule "A" of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed on behalf of
Grand Council Treaty #3 Nation, by



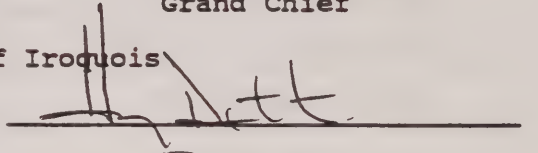
Grand Chief

and on behalf of the Nishnawbe-Aski Nation, by



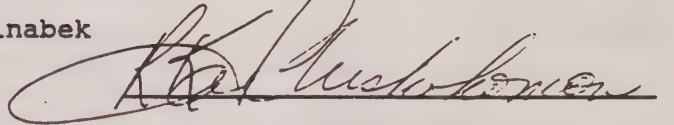
Grand Chief

and on behalf of The Association of Iroquois
and Allied Indians, by



Grand Chief

and on behalf of the Anishinabek
Nation, by



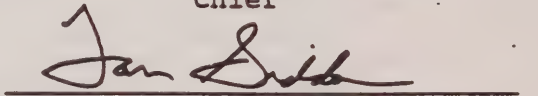
Grand Council Chief

and on behalf of the Chief and Council of
the Six Nations of the Grand River Tract, by

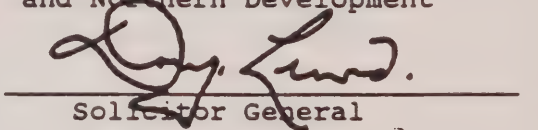


Chief

and on behalf of CANADA, by

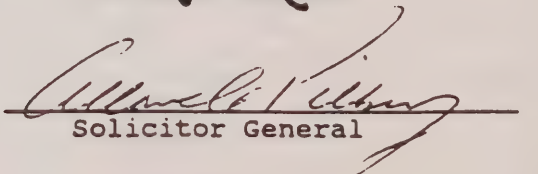


Minister of Indian Affairs
and Northern Development

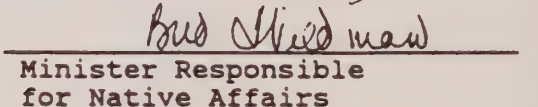


Solicitor General

and on behalf of ONTARIO, by



Solicitor General



Minister Responsible
for Native Affairs

SCHEDULE "A"

ONTARIO FIRST NATIONS POLICING AGREEMENT

ESTIMATED EXPENDITURES 1991/92 to 1995/96
ESTIMATED OPERATING COSTS (FIRST NATIONS CONSTABLES)

<u>Fiscal Year</u>	<u>Maximum No.</u>	<u>Costs per Constable</u>	<u>Canada share</u>	<u>Ontario share</u>	<u>Total</u>
1991/92	152	76,447	6,042,400	5,577,600	11,620,000
1992/93	222	74,360	8,584,160	7,923,840	16,508,000
1993/94	272*	74,643	10,557,560	9,745,440	20,303,000
1994/95	297*	81,013	12,511,720	11,549,280	24,061,000
1995/96	313*	90,195	14,680,120	13,550,880	28,231,000

* Note: Complement above 222 subject to negotiation of agreements

ESTIMATED OPERATING COSTS
ONTARIO FIRST NATIONS POLICE COMMISSION

<u>Fiscal Year</u>	<u>Canada share</u>	<u>Ontario Share</u>	<u>Total</u>
1991/92	109,600	101,100	210,700
1992/93	115,600	106,700	222,300
1993/94	121,400	112,000	233,400
1994/95	127,400	117,600	245,000
1995/96	133,800	123,500	257,300

ESTIMATED OPERATING COSTS
POLICE GOVERNING AUTHORITIES

	<u>Canada share</u>	<u>Ontario share</u>	<u>Total</u>
1991/92	182,000	168,000	350,000
1992/93	208,000	192,000	400,000
1993/94	234,000	216,000	450,000
1994/95	286,000	264,000	550,000
1995/96	338,000	312,000	650,000

ESTIMATED CAPITAL COSTS

	<u>Canada share</u>	<u>Ontario share</u>	<u>Total</u>
1991/92	104,000	96,000	200,000
1992/93	104,000	96,000	200,000
1993/94	104,000	96,000	200,000
1994/95	104,000	96,000	200,000
1995/96	104,000	96,000	200,000

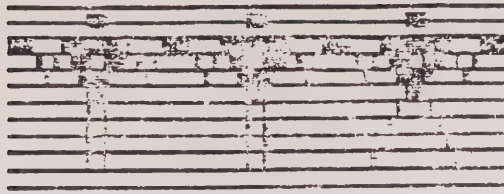
ESTIMATED EVALUATION COSTS

1994/95	\$100,000	already factored into 1994/95 totals and includes Six Nations Evaluation
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	<u>Grand total</u> <u>(Canada's share)</u>	<u>Grand total</u> <u>(Ontario's share)</u>	<u>Grand</u> <u>Total</u>
1991/92	6,438,000	5,942,700	12,380,700
1992/93	9,011,760	8,318,540	17,330,300
1993/94	11,016,960	10,169,440	21,186,400
1994/95	13,029,120	12,026,880	25,056,000
1995/96	15,255,920	14,082,380	29,338,300

ESTIMATED BREAKDOWN OF ESTIMATED COSTS
PER CONSTABLE FOR EACH FISCAL YEAR
 (EXCLUDING EVALUATION COSTS)

	<u>1991/92</u>	<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>	<u>1995/96</u>
Training	941	1,590	1,232	859	722
Liaison and Coach Officer	4,539	3,608	3,647	3,589	3,578
Administration	4,691	3,937	4,011	3,949	3,930
Transportation and Communications	1,355	1,896	1,617	1,418	1,441
Service and Rentals	5,046	4,568	4,033	4,003	3,987
Supplies and Equipment	7,237	9,748	6,577	5,798	6,936
Salary and Benefits	45,994	42,995	47,427	54,569	61,742
Overtime	3,631	3,473	3,919	4,498	5,070
Civilian Support Staff	3,013	2,545	2,180	2,330	2,789
Totals	<u>76,447</u>	<u>74,360</u>	<u>74,643</u>	<u>81,013</u>	<u>90,195</u>



ONTARIO FIRST NATIONS POLICING AGREEMENT 1991-1996

AMENDMENT 1993/94

INDIAN COMMISSION OF ONTARIO

February 7, 1994

- 2 -

THIS AGREEMENT made the 7th day of February, 1994,
AMONG:

GRAND COUNCIL TREATY #3 NATION

- and -

NISHNAWBE-ASKI NATION

- and -

ANISHINABEK NATION

- and -

THE ASSOCIATION OF IROQUOIS
AND ALLIED INDIANS

- and -

THE CHIEF AND COUNCIL OF THE
SIX NATIONS OF THE GRAND RIVER TRACT

- and -

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA
as represented by the
Solicitor General
hereinafter referred to as CANADA

- and -

HER MAJESTY THE QUEEN
IN RIGHT OF THE PROVINCE
OF ONTARIO as represented
by the Solicitor General and
Minister of Correctional
Services of Ontario
hereinafter referred to as ONTARIO

- 3 -

WHEREAS the parties hereto are parties to the Ontario First Nations Policing Agreement 1991-96 (hereinafter "the 1991-96 Agreement") which was amended by an Agreement dated the 23rd day of February, 1993; and,

WHEREAS subparagraph 44(a) of the 1991-96 Agreement allowed for its being amended from time to time, subject to approval by representatives of the parties hereto, in writing, and subparagraph 23(c) thereof allowed, *inter alia*, for the reconsideration of the budget of the Ontario First Nations Police Commission.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual covenants hereinafter set out, agree as follows:

1. Schedule "A" of the 1991-1996 Agreement is hereby amended by inserting the following financial provision for the 1993/1994 fiscal year under the heading "ESTIMATED OPERATING COSTS, ONTARIO FIRST NATIONS POLICE COMMISSION",

Canada share	Ontario share	Total
\$182,000.00	\$168,000.00	* \$350,000.00

* \$42,500.00 of this amount is subject to a review and approval by the signatories to this agreement.

The original entry for that year,

Canada share	Ontario share	Total
\$121,400.00	\$112,000.00	\$233,400.00

is hereby deleted.

.../4

- 4 -

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED on behalf of
Grand Council Treaty #3 Nation, by

(Witness)

Grand Chief

and on behalf of Nishnawbe-Aski Nation, by

(Witness)

Grand Chief

and on behalf of the Chief and
Council of the Six Nations of the
Grand River Tract, by

(Witness)

Chief

and on behalf of the Association of Iroquois
and Allied Indians, by

(Witness)

Grand Chief

and on behalf of the Anishinabek Nation, by

(Witness)

Grand Council Chief

and on behalf of Canada, by

(Witness)

Solicitor General

- 5 -

and on behalf of Ontario, by

(Witness)

Solicitor General
and Minister of
Correctional Services
of Ontario

SECTION 2

This AGREEMENT made the 17 day of July, 1994

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED
BY THE SOLICITOR GENERAL OF CANADA

(hereinafter referred to as "Canada")

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
AS REPRESENTED

BY

THE MINISTER RESPONSIBLE FOR ABORIGINAL AFFAIRS AND BY THE
MINISTER OF JUSTICE AND ATTORNEY GENERAL OF NOVA SCOTIA

(hereinafter referred to as "Nova Scotia")

AND

THE CHAPEL ISLAND BAND, THE ESKASONI BAND, THE MEMBERTOU
BAND, THE WAGMATCOOK BAND AND THE WHYCOCOMAGH BAND
AS REPRESENTED BY THEIR CHIEFS

(hereinafter referred to as the "Unama'ki Communities")

WHEREAS Canada, Nova Scotia and the Chapel Island, Eskasoni, Membertou, Wagmatcook and Whycocomagh Bands of the Unama'ki District of the Mik'maq Nation (the "Unama'ki Communities") agree on the need to establish policing services in the Unama'ki Communities within a legal and administrative framework which recognizes Canada's jurisdiction over Indians and lands reserved for the Indians, Nova Scotia's jurisdiction over administration of justice including policing in the province and the Unama'ki Communities' jurisdiction over their Indian people and lands in Cape Breton;

WHEREAS consistent with Canada's First Nations Policing Policy, the Unama'ki Communities wish to establish the Unama'ki Tribal Police to provide effective, efficient, accountable and culturally sensitive tribal policing services on the Reserve lands of the Chapel Island, Eskasoni, Membertou, Wagmatcook and Whycocomagh Bands (the "Reserve lands"), as well as an independent police governing authority, the Unama'ki Board of Police Commissioners (the "Board"), to govern the Unama'ki Tribal Police;

WHEREAS the Unama'ki Communities require financial support to develop, establish and implement the Unama'ki Tribal Police and the Board;

WHEREAS Canada and Nova Scotia wish to support the provision of policing services to the Unama'ki Communities and the development, establishment and implementation of the above bodies by providing funding to the Unama'ki Communities consistent with Canada's First Nations Policing Policy;

AND WHEREAS it is the intention of the parties that nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any of the parties concerned.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.0 DEFINITIONS

"Agreement" means this tri-partite agreement once signed by the three parties described above;

"Band Council" means the council of the band established pursuant to the Indian Act, RSC 1985, chap I-5, for each of the bands comprising the Unama'ki Communities;

"Board" means the Unama'ki Board of Police Commissioners established pursuant to the Agreement.

"Minister of Justice" means the Minister of Justice of Nova Scotia;

"major capital equipment" means equipment, the cost of which exceeds \$10,000 and has a useful life of five (5) years or more;

"Police Act" means the Police Act, Revised Statutes of Nova Scotia, chapter 348, as amended 1992, c.28, ss. 1-26;

"Regulations" means those Regulations made by the Governor in Council of the Province of Nova Scotia pursuant to section 46 of the Police Act;

"Reserve lands" means the totality of those lands in which each band has an interest and that have been designated under the Indian Act as Indian Reserve Lands including any lands hereinafter designated as Reserve Lands, and shall include: in the case of Chapel Island Band, Chapel Island Indian Reserve #5; in the case of Eskasoni Band, Eskasoni Indian Reserve #3 and Eskasoni Indian Reserve #3A; in the case of Membertou Band, Membertou Indian Reserve #28B, Caribou Marsh Indian Reserve #29 and Sydney Indian Reserve #28A; in the case of Wagmatcook Band, Wagmatcook Indian Reserve #1 and Margaree Indian Reserve #25; in the case of Whycocomagh Band, Whycocomagh Indian Reserve #2; and in the case of all Bands, Malagawatch Indian Reserve #4 in which each Band holds a 20% interest, all of which is described for greater certainty in Schedule "E", "Surveyor's Description of Reserve Lands";

"Unama'ki Communities" means the Chapel Island Band, the Eskasoni Band, the Membertou Band, the Wagmatcook Band and the Whycocomagh Band of the Unama'ki District of the Mik'maq Nation which Bands have been established pursuant to the Indian Act, RSC 1985, chap I-5.

1.0 PURPOSE

1.1 The purposes of this Agreement are:

- (a) to establish the terms and conditions for the establishment and operation of policing services for the Unama'ki Communities;
- (b) to set out the responsibilities of Canada, Nova Scotia and the Unama'ki Communities.
- (c) to establish and implement the Board and the Unama'ki Tribal Police and to set out their functions and responsibilities, and
- (d) to provide funding to the Board on behalf of the Unama'ki Communities in support of the operation of the Unama'ki Tribal Police and the Board.

2.0 SCHEDULES

2.1 Schedules "A", "B", "C", "D" and "E" to this Agreement are hereby incorporated into and constitute part of this Agreement.

3.0 TERM

3.1 Notwithstanding the date on which this Agreement is signed, this Agreement shall be in effect from April 1, 1994 to March 31, 1999 unless, prior to its expiry, the term is extended by

agreement in writing of the parties or unless the Agreement is terminated, in accordance with section 10 of this Agreement.

4.0 CANADA'S RESPONSIBILITIES

4.1 Contribution

- a) Subject to the terms and conditions of this Agreement and solely for the purpose of the establishment and operation of the Board and the Unama'ki Tribal Police, Canada agrees to contribute to the Board on behalf of the Unama'ki Communities, a sum not exceeding \$2,716,950 in the manner and at the times set out in Schedule "A". This sum shall equal 52% of the contribution by Canada and Nova Scotia toward the costs of First Nations policing services for the Unama'ki Communities until March 31, 1999.
- b) The above contribution is subject to an appropriation by the Parliament of Canada as provided in section 40 of the Financial Administration Act R.S., c.F-11.

4.2 Program Evaluation

- 4.2.1 The aboriginal component of the police services under this Agreement are to be evaluated prior to the fourth year of the Agreement. The evaluation report shall be completed no later than March 31, 1999.
- 4.2.2 Within eighteen (18) months of the commencement of this Agreement, the Board shall establish terms of reference for the evaluation.
- 4.2.3 The Board shall ensure that the results of the evaluation are documented in a written report which shall be submitted to the Parties. The evaluation report may be released to the public, interested persons, organizations and other groups or individuals upon the approval of all the Parties.
- 4.2.4 The financing of the evaluation referred to in section 4.2.1 shall be provided as set out in Schedule "A" to this Agreement.

5.0 NOVA SCOTIA'S RESPONSIBILITIES

5.1 Contribution

- a) Subject to the terms and conditions of this Agreement and solely for the purpose of the establishment and operation of the Board and the Unama'ki Tribal Police, Nova Scotia agrees to contribute to the Board on behalf of the Unama'ki Communities, a sum not exceeding \$2,507,955 in the manner and at the times set out in Schedule "A". This sum shall equal 48% of the contribution by Canada and Nova Scotia toward the cost of First Nations policing services for the Unama'ki Communities until March 31, 1999.
- b) The above contribution is subject to annual appropriations by the Provincial Legislature.

5.2 Appointment of Aboriginal Police Officers

Upon the recommendation of the Board pursuant to section 42D(3) of the Police Act, the Minister of Justice shall appoint as aboriginal police officers pursuant to section 42D of the Police Act those candidates who meet the eligibility criteria set out in Schedule "B" up to a maximum of 15 which shall include the Chief of Police and shall define their duties and territorial jurisdiction in their appointment.

5.3 Exemption

Subject to Schedule "D", the Minister of Justice exempts that part of Nova Scotia comprised of the Reserve lands from the Police Act and regulations. The provisions of Schedule "D"

shall apply to the Reserve Lands, the Unama'ki Board of Police Commissioners and the Unama'ki Tribal Police.

Nova Scotia recognizes and agrees that this Agreement is and shall be deemed to be an arrangement or agreement which the Minister of Justice considers proper for the policing of the reserve lands of the Unama'ki Communities which have been exempted pursuant to section 3A(5)(a) of the Police Act.

5.4 Level of Policing

Pursuant to Nova Scotia's duty under subsection 3A(2) of the Police Act to ensure that an adequate and effective level of policing is maintained throughout the province, Nova Scotia shall:

- a) provide standard operating procedures for use by the Unama'ki Tribal Police; which standard operating procedures shall be adopted by the Board save and except in those cases where, in the opinion of the Board, an operating procedure would impair the ability of the Unama'ki Tribal Police to provide culturally sensitive policing, in which case there shall be consultation between Nova Scotia and the Board to develop a mutually acceptable operating procedure;
- b) provide to the Board and the Chief of Police information and advice respecting the management and operation of the Unama'ki Tribal Police, techniques in handling special problems and other information considered to be of assistance;
- c) determine, through a system of assessments, evaluations and inspections, the adequacy, efficiency, effectiveness and cultural sensitivity of the police services provided on the Reserve lands; and
- d) take measures to ensure that the Reserve lands are adequately and effectively policed, which measures shall include the revocation of the exemption made under section 3A(5)(a) of the Police Act and the making of arrangements for policing of the Reserve lands by other police forces in the province, if, in the opinion of Nova Scotia, following consultation with the Board, the Unama'ki Tribal Police fails to provide adequate and effective policing services on the Reserve lands.

6.0 RESPONSIBILITIES OF THE UNAMA'KI COMMUNITIES

6.1 Unama'ki Board of Police Commissioners

6.1.1 Establishment & Composition

- a) The Unama'ki Communities shall hereby establish an independent police governing authority to be known as the Unama'ki Board of Police Commissioners ("the Board") which shall govern and administer the Unama'ki Tribal Police. The Board shall replace the Unama'ki Policing Advisory Board.
- b) The Board shall consist of:
 - i) two (2) representatives from each Unama'ki Community, to be selected in accordance with section 6.1.1.(c), of which one shall not be a member of the Band Council;
 - ii) one (1) representative of Canada who shall be provided with notices of meetings and participate as a non-voting member; and
 - iii) one (1) representative from Nova Scotia who shall be provided with notices of meetings and participate as a non-voting member.
- c) The ten (10) representatives of the Unama'ki Communities shall be appointed, subject to article 6.1.1.(d), by the Unama'ki Communities to the Board through Band Council Resolutions. In making its two (2) appointments, each Unama'ki Community shall by Band Council Resolution appoint:

- i) one (1) representative selected by the Band Council of each Unama'ki Community as it in its discretion deems appropriate, and
 - ii) one (1) representative selected by the members of the Unama'ki Community resident on the Reserve governed by the Band Council referred to in 6.1.1.(c)(i), by way of consensus reached at a meeting called upon notice, or by way of an election.
- d) In those cases where representatives of the Unama'ki Communities may have been appointed prior to the coming into effect of this Agreement, either as a representative for a Band Council or as a representative of the Community at large, in anticipation of the coming into effect of this Agreement, such appointees shall be permitted to serve the period of their appointment so long as it does not exceed a period of three years from the date this Agreement comes into effect. Such appointees are eligible to be re-selected and re-appointed pursuant to article 6.1.1(c).
- e) To be eligible to be a member of the Board, a person must be a member of one of the Unama'ki Communities, save and except for the representative of Canada and the representative of Nova Scotia,
- f) Each person appointed to the Board by the Unama'ki Communities shall hold office for the term specified in the relevant Band Council Resolution, provided that each term not exceed three (3) years. In the case of a person selected pursuant to paragraph 6.1.1.(c)(ii), the term shall not be less than two (2) years.
- g) A person appointed pursuant to paragraph 6.1.1.(c)(i) may be removed by the Band Council of the Unama'ki Community through Band Council Resolution for just cause. A person appointed pursuant to paragraph 6.1(c)(ii) may be removed by the Board for just cause.
- h) A person appointed to the Board may be re-elected and reappointed in accordance with subsection 6.1(c).
- i) Any member of the Board may resign by sending a written notice of resignation to the Board and subject to 15.2 the date of resignation shall be the date the letter of resignation is received by the Board.
- j) If any member of the Board dies or resigns during the term for which he or she is appointed, the vacancy shall be filled as soon as possible thereafter and such appointment shall be effective only during the remaining term of the person vacating, unless reappointed.
- k) The members of the Board shall elect, from among their members, a Chairperson ("Chair") and a Vice-Chairperson ("Vice-Chair").
- l) The members of the Board shall elect, from among their members, a Secretary-Treasurer who shall:
- i) notify all members and advisors of the Board of each regular and special meeting of the Board;
 - ii) keep accurate minutes of all meetings of the Board;
 - iii) carry out such other administrative duties as the Board may specify.

6.1.2 Open Meetings

Meetings of the Board shall be open to the public, but all matters relating to discipline, personnel conduct, contract negotiations and security of police operations may be conducted in private meetings.

6.1.3 Quorum/Voting/Records

- a) The Board may determine what constitutes a quorum and how a decision of the Board may be made.

- b) In the absence of a decision of the Board regarding a quorum and what constitutes a decision of the Board, the following shall apply:
- i) A majority of the members of the Board shall constitute a quorum at any meeting of the Board.
 - ii) The decision of a majority of the members of the Board present at a meeting duly convened shall be deemed to be the decision of the Board.
 - iii) In the event of a tie or even vote in any proceedings of the Board, the Chair of the meeting shall have a second or casting vote in regards to the same.
 - iv) The Board may request any person to attend its meetings in an advisory capacity but such person shall not be deemed to be a member of the Board and shall not have a vote thereon.
 - v) Only those members of the Board in attendance at a meeting of the Board may vote on any matter then before the Board.
 - vi) All orders, resolutions, consents, certificates and other documents issued or made by the Board shall be signed by the Chair or, in his or her absence, the Vice-Chair.

6.1.4 Remuneration or Allowance

Members of the Board shall be paid the necessary expenses incurred by them while engaged in their duties and such salary or remuneration as the Board shall determine subject to clause (b) of section 6.3.

6.1.5 Capacity/Authority/Liability

The Board shall constitute a police governing authority within the meaning of the Police Act and Regulations. The Board may contract and may sue and be sued in its own name, and the members thereof are not personally liable upon or in relation to any contract made or actions taken by the Board nor shall members be individually liable for torts or other actions taken or committed by the Board or by members of the Unama'ki Tribal Police.

6.1.6 Functions

- 1) The role of the Board is to govern the operation and administration of the Unama'ki Tribal Police. In particular, it shall be responsible for:
 - a) establishing practices, policies and procedures for the Unama'ki Tribal Police, subject to 6.1.7. and 5.4(a);
 - b) identifying the location of the police headquarters and of the satellite offices or sub-stations;
 - c) recruiting, selecting and employing and ensuring training of members of the Unama'ki Tribal Police including the Chief of Police;
 - d) provision of necessary equipment, supplies and facilities;
 - e) recruiting, selecting and employing support staff, civilian employees, and advisors as from time to time deemed necessary and dismissing same;
 - f) seeking the secondment of two (2) RCMP members to the Unama'ki Tribal Police for a period of two years;
 - g) performing disciplinary functions in accordance with Schedule "D";
 - h) appointing a member of the Unama'ki Tribal Police to act as Chief of Police when the Chief of Police is unable to act;

- i) ensuring that the Unama'ki Tribal Police provides adequate and effective policing services and maintains complete and up-to-date operational and administrative records;
 - j) establishing procedures for the conduct of its own meetings and operations, including the establishment of panels of members to hear disciplinary matters.
- 2) The Board shall establish a written policy respecting extra-duty employment by members of the Unama'ki Tribal Police and the policy shall
 - a) define extra-duty employment;
 - b) provide that requests for a member of the Unama'ki Tribal Police to be employed on extra duty be made to the Chief of Police;
 - c) require that a member of the Unama'ki Tribal Police engaged in extra-duty employment shall wear his uniform except where the Chief of Police determines that plain clothes are required;
 - d) require that at all times, while on extra duty, the member of the Unama'ki Tribal Police is under the orders of the Chief of Police, and no one else.
- 3) Each Member of the Board shall take an oath of office or affirmation as set out in Schedule "C".
- 4) The Board must hold at least one meeting every three months.

6.1.7 Operations of Police

The Board shall not direct the day to day operations of the Unama'ki Tribal Police which function is reserved to the Chief of Police.

6.1.8 Members Not to Issue Orders

Except when communicating a decision of the Board, no member thereof shall issue or purport to issue any order, direction, or instruction, to any member of the Unama'ki Tribal Police relative to his or her duties as a member of the Force.

6.2 Unama'ki Tribal Police

6.2.1 Establishment & Composition

- a) The Unama'ki Tribal Police is hereby established and shall become operative on October 1, 1994.
- b) The Unama'ki Tribal Police shall consist of:
 - i) fifteen (15) members which includes the Chief of Police, and
 - ii) in addition, the Board will seek approval for the secondment of two members of the Royal Canadian Mounted Police to the Unama'ki Tribal Police for a specific period.
- c) The members of the Unama'ki Tribal Police shall enter into employment contracts with the Unama'ki Board of Police Commissioners.

6.2.2 Chief of Police

- a) The Board shall recruit, select and employ and ensure the training of a person to be the Chief of Police of the Unama'ki Tribal Police.
- b) The Chief of Police shall hold office for one year after his appointment during pleasure and thereafter may be dismissed by the Board only for just cause subject to the terms of his or her contract of employment.

- c) Subject to the provisions of Schedule "D", the Chief of Police shall promote, suspend, and otherwise discipline or recommend dismissal of members and civilian employees
- d) Except when inconsistent with the provisions of this Agreement, the actual day to day direction of the Unama'ki Tribal Police with respect to the enforcement of law and the maintenance of discipline within the force shall rest with the Chief of Police.

6.2.3 Duties of the Unama'ki Tribal Police

The Unama'ki Tribal Police shall be, and is charged with the enforcement of the applicable laws of the province, the applicable laws of Canada and the by-laws of the Unama'ki Communities in force within the Reserve lands.

6.2.4 Co-operation with other Police Forces

Subject to the approval of Nova Scotia, the Board may from time to time enter into agreements, arrangements or protocols, with Nova Scotia or Canada or the government of a municipality, for the use of an established police force, or any portion thereof, to assist or cooperate with the Unama'ki Tribal Police in carrying out its duties.

6.3 Reporting and Use of Funds

The Board shall ratify and adopt this Agreement and shall so notify the Minister of Justice and the Solicitor General within thirty days of its execution by the parties hereto and in so doing it shall agree:

- a) to use the contributions by Canada and Nova Scotia under this Agreement only in support of the costs incurred in the establishment and operation of the Board and the Unama'ki Tribal Police. With the exception of the start-up costs outlined in Schedule "A", contributions shall not be used for the acquisition of major capital equipment without the consent of Canada and Nova Scotia. Contributions shall not be used for capital construction. The budget shall follow normal accounting principles and shall be divided into two major categories, i.e. (i) capital, and (ii) operation and maintenance. Funds shall not be transferred between the two categories without the consent of Canada and Nova Scotia;
- b) that the contributions provided by Canada and Nova Scotia under this Agreement will not exceed those amounts set out in Schedule "A";
- c) to maintain financial records with respect to the contributions in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook including proper records of all expenditures or commitments made in connection with the establishment of the Board and the Unama'ki Tribal Police and the invoices, receipts and vouchers relating thereto. Such accounts, records, invoices, receipts and vouchers shall at all times be open to audit and inspection by the authorized representatives of Canada and Nova Scotia (who may make copies thereof and take extracts therefrom) and the Board and Unama'ki Communities shall afford all facilities and necessary access for such audits and inspections and shall furnish Canada and Nova Scotia or their authorized representatives with all such information as they may, from time to time, require with reference to such accounts, records, invoices, receipts and vouchers;
- d) on or before June 30 of each year for the immediately preceding fiscal year ending March 31 to submit to Canada and Nova Scotia, in a form acceptable to Canada and Nova Scotia, a financial statement for the said fiscal year showing the complete disposition of all of the funds;
- e) upon submission of the financial statement referred to in paragraph (d) and in the event that the monies advanced exceed the costs incurred, to return to Canada and Nova Scotia, in a proportion of 52% and 48% respectively, an amount equal to any surplus funds not expended or accounted for during the immediately preceding fiscal year ending March 31 unless Canada and Nova Scotia authorize the Board in writing

to retain those funds solely for the purpose of providing policing services for future years.

7.0 CONFLICT OF INTEREST

- 7.1 The Unama'ki Communities confirm that no former holder of a public office in the Government of Canada will obtain any direct benefit from this agreement or, that, if he or she does, he or she has satisfied the requirements of the Conflict of Interest Code governing employees who have left the public service.
- 7.2 The Unama'ki Communities confirm that no former holder of a public office in the Government of Nova Scotia will obtain any direct benefit from this agreement or, that, if he or she does, he or she has satisfied the requirements set out in the Members and Public Employees Disclosure Act S.N.S. 1991, c. 4.

8.0 INDEMNIFICATION

- 8.1 The Board shall indemnify and save harmless Canada and Nova Scotia and their respective employees and agents from any and all claims, losses, damages, costs, expenses or liabilities incurred as a result of a claim, action or other proceeding related to this Agreement, or incurred as a result of any actions on the part of a member of the Board or a member of the Unama'ki Tribal Police, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Board, its employees or agents (including members of the Board and the Unama'ki Tribal Police), in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 8.2 Neither Canada nor Nova Scotia nor both shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Board, its employees or agents or for any claim by any third party against the Board, its employees or agents in the performance of this Agreement.
- 8.3 Neither Canada nor Nova Scotia shall be held responsible for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Agreement arising out of or in any way related to this Agreement.
- 8.4 The Board shall, without limiting its obligations herein, insure its operations under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in Nova Scotia, in an amount of not less than five million dollars (\$5,000,000.00) per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability.
- 8.5 The Board shall provide a copy of the insurance policy in a form acceptable to Canada and Nova Scotia at the time funding for the premium is paid.

9.0 NON-EMPLOYMENT

- 9.1 It is agreed and understood that personnel employed as a result of this agreement are and will remain persons providing independent services to the Board or to the Unama'ki Communities and nothing in this Agreement is to be read or construed as conferring upon the Unama'ki Communities, its officers, employees, agents or contractors the status of officer, employee, servant or agent of, or partner or joint venturer with Canada or Nova Scotia.

10.0 TERMINATION

- 10.1 Each of Canada, Nova Scotia and Unama'ki Communities reserves the right to terminate this Agreement upon sixty (60) days written notice to all parties.
- 10.2 In addition to any other remedy or remedies available to Canada or Nova Scotia, if the funds are not used for appropriate purposes or if the Board or Unama'ki Communities, its officers, employees, agents or contractors, breach any provision of this Agreement, either Canada or

Nova Scotia may, at its option, terminate this Agreement by giving thirty (30) days written notice of termination to all parties.

- 10.3 If Canada or Nova Scotia terminates this Agreement, Canada and Nova Scotia will be under no further obligation to the Unama'ki Communities except to pay them pursuant to the payment schedule outlined in the Schedule respectively for costs incurred up to the date the notice is given to the Unama'ki Communities as well as any other costs that are reasonably related to the termination of the Agreement.
- 10.4 Within thirty (30) days of the termination of this Agreement, the Unama'ki Communities shall refund all unexpended funds to Canada and Nova Scotia, in a proportion of 52% and 48% respectively.
- 10.5 A Band may withdraw from this Agreement by giving at least twelve months written notice to the other bands and Canada and Nova Scotia, which notice shall specify the effective date of the withdrawal. On receiving notice from a Band of its intent to withdraw, the remaining Bands and Canada and Nova Scotia shall forthwith commence negotiations to discuss the reasonable implications of such withdrawal for the continuation of the Agreement. The operation, composition, support services and financing of the Police Governing Authority and of the Headquarters of the Unama'ki tribal police force shall be among those things to be considered by the remaining Bands and Canada and Nova Scotia.

11.0 REMEDIAL ACTION

- 11.1 Remedial action as referred to in this section and section 12 shall be interpreted as any action which has, or may have, the effect of remedying any:
- (a) non-compliance by the Board with any of the terms of this Agreement; or
 - (b) deficiencies of the Board in the implementation of its obligations pursuant to this Agreement.
- 11.2 If the Board's audited financial statements are qualified, denied an opinion, or indicate a deficit, or if the annual financial overview indicates deficiencies in the implementation of its obligations pursuant to this Agreement, the Board shall forthwith provide Canada and Nova Scotia with a clear explanation of the causes of such deficiencies and may be required by Canada and Nova Scotia to develop a remedial action plan to address these problems. The remedial action plan shall be submitted by the Board for the approval of Canada and Nova Scotia within the later of ninety (90) days or another agreed upon period. If approved, the remedial action plan shall form part of this and successive arrangements in effect over the duration of the plan.
- 11.3 If the deadline for submitting the annual audited financial statements has not been met, Canada and Nova Scotia may withhold further funds and may appoint an independent auditor to whom the Board or Unama'ki Communities agree to provide access to all records and files related to this Agreement.
- 11.4 The Parties agree to make every reasonable effort to reach mutually acceptable remedial action to problems which may arise resulting from the administration of this Agreement. Where the remedial action plan undertaken by the Board does not, in the opinion of Canada and Nova Scotia, correct the problem, Canada and Nova Scotia, in consultation with the Board, shall have the right to initiate any remedial action deemed appropriate in order to ensure that Canada's and Nova Scotia's responsibilities are met, public funds are safeguarded and the terms and conditions of this Agreement are complied with. Canada and Nova Scotia shall advise the Board or Unama'ki Communities accordingly in writing.
- 11.5 If an agreement cannot be reached with the Board or Unama'ki Communities on a remedial action plan within the time referred to in section 11.2, Canada and Nova Scotia may initiate any appropriate remedial actions that they deem necessary.
- 11.6 The Parties shall make every reasonable effort in good faith to resolve outstanding issues by agreement which may include the involvement of third parties. If the Parties cannot resolve their differences, they may resort to whatever remedies available at law they deem appropriate.

12.0 AMENDMENT

12.1 This Agreement may be amended from time to time by agreement in writing by the parties

13.0 WAIVER OF TERMS

13.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party.

13.2 Each waiver must refer to the specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

13.3 The failure of any party to complain about a default of the terms and conditions of the Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.

14.0 NOTICES

14.1 Any notice or other document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, by facsimile transmission or by mail (stamped or prepaid) to:

a) To the Unama'ki Communities:

Unama'ki Board of Police Commissioners
c/o The Unama'ki Tribal Police
Eskasoni, Nova Scotia
B0A 1H0

Attention: Chairman

b) To Canada:

Solicitor General of Canada
340 Laurier Avenue West
Ottawa, Ontario
K1A 0P8

Attention: Aboriginal Policing Directorate
FAX: (613) 991-0961

c) To Nova Scotia:

Minister of Justice
5151 Terminal Road, 4th Floor
Halifax, Nova Scotia
B3J 1A1

Attention: Deputy Minister of Justice
FAX: (902) 424-4556

14.2 Any notice or document aforesaid which is personally delivered or sent by facsimile transmission shall be deemed to have been received at the time of delivery or transmission.

14.3 Any notice or document which is sent by mail shall be deemed to have been received on eight (8) business days after the date of mailing.

14.4 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile transmission.

14.5 The parties may designate in writing to each other a change of address at any time

15.0 GENERAL PROVISIONS

- 15.1 All references in this agreement to "Canada", "Nova Scotia" and "Unama'ki Communities" shall be interpreted so as to include, where appropriate, their duly authorized representatives
- 15.2 In this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine, as the case may be, had been used where the context or the parties hereto so require.
- 15.3 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 15.4 Time shall be of the essence of this Agreement.
- 15.5 This Agreement will be governed by and construed in accordance with the laws in force in Nova Scotia and the parties agree that the Supreme Court of Nova Scotia and the Federal Court of Canada shall be competent to hear any case relating to a dispute under this Agreement.
- 15.6 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.
- 15.7 This Agreement, including the Schedules, constitutes the entire Agreement between the parties.
- 15.8 Pursuant to Section 38 of the Parliament of Canada Act, it is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 15.9 Any information collected by Canada or Nova Scotia pursuant to this Agreement is subject to the rights and safeguards provided for in the relevant federal and provincial legislation relating to the freedom of information and protection of privacy.
- 15.10 Nothing in this Agreement shall be construed so as to affect, prejudice or derogate from aboriginal, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to any of the parties concerned.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year written above.

SIGNED, SEALED & DELIVERED
in the presence of:

Emuel
Witness

Charles Bender
Witness

Daniel Cunniff
Witness

Grand Chief Ben Dyball
Witness-Grand Chief of the Mik'maq Nation

Grand Chief Ben Dyball
Witness-Grand Chief of the Mik'maq Nation

Grand Chief Ben Dyball
Witness-Grand Chief of the Mik'maq Nation

Grand Chief Ben Dyball
Witness-Grand Chief of the Mik'maq Nation

Grand Chief Ben Dyball
Witness-Grand Chief of the Mik'maq Nation

Alex Isay
Solicitor General of Canada

John Sweeney
Minister Responsible for Aboriginal Affairs

John Sweeney
Minister of Justice and Attorney General of
Nova Scotia

Manitok
Chief of Chapel Island Band

Chief of Eskasoni Band
Chief of Eskasoni Band

Terrance J. Paul
Chief of Membertou Band

Harmon Fennell
Chief of Wagmatcook Band

Chief of Whycocomagh Band
Chief of Whycocomagh Band

SCHEDULE "A"

Unama'ki Tribal Police 5 Year Budget

- Options:
1. Unama'ki Tribal Police Force commences operation October 1, 1994.
 2. Advisor paid \$33,000 per year for two years (provides for part-time involvement for one and one-half years) provided that the advisor and the chief of police are not the same person, in which case funding for an advisor will not be provided..
 3. Recruit Salary Costs (Field training) - \$29,500 + 14.5%.
 4. One car will be replaced each year commencing 1995/96.
 5. Start-up costs make provision for four new vehicles.
 6. One recruit will not complete training and one will be back-trooped.

	<u>94/95</u>	<u>95/96</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
Salary Costs	502,160	812,098	835,358	835,358	835,358
Operation & Maintenance	81,200	182,400	182,400	182,400	182,400
Replacement Vehicles		19,500	19,500	19,500	19,500
Board of Police Commissioners	10,000	10,000	5,000	5,000	5,000
Start Up Costs	161,842				
Advisor - April, May 1994	5,500				
Advisor - to end of 1994	*4,400				
Acting Chief - June 1 - Oct. 1, 1994	<u>23,100</u>				
Total Advisor	33,000	*16,500			
In-Service Training	7,931	6,000	6,000	6,000	6,000
Firearms, Vests, etc.	2,500				
Insurance	25,000	50,000	50,000	50,000	50,000
Program Evaluation	10,000				
Total Cost	833,633	1,096,498	1,098,258	1,098,258	1,098,258
Nova Scotia's Contribution (48%)	400,144	526,319	527,164	527,164	527,164
Canada's Contribution (52%)	433,489	570,179	571,094	571,094	571,094

Canada recognizes the In-kind Services provided by Nova Scotia as described in Appendix 3 and agrees to reimburse the Province for 52% of the cost of those services.

* See note 2 above.

**Unama'ki Tribal Police
Budget Projections**

Salaries - 94/95	502,160	See attached Appendix 1
Salaries - 95/96	812,098	See attached Appendix 1

Salaries - 96/97, 97/98

Chief	57,600	(1)	57,600
Sgt.	38,704	(2)	77,408
Cpl.	37,782	(2)	75,564
Cst.	36,797	(10)	<u>367,970</u>

Total Salary Costs	578,542	578,542
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Employer Costs (14.5%)	83,889
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Overtime (5% of salary costs)	28,927
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Support Staff (5)	144,000
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Total Salary Costs	835,358
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Operation & Maintenance (O&M) - 94/95

See attached Appendix 2

Operation & Maintenance (O&M) -

95/96, 96/97, 97/98, 98/99

Vehicles

Maintenance & Repair (2000 x 6)	12,000	
Gas, oil, tires, etc. (6800 x 6)	40,800	
Insurance (850 x 6)	<u>5,100</u>	
Sub-total	57,900	57,900

Office Supplies

Stationery	5,000	
Postage	3,500	
Telephone Service	15,000	
Rental Equipment	5,000	
Public Utilities	10,000	
Kit & Clothing @ 600 x 15	<u>9,000</u>	
Sub-total	47,500	47,500

Prisoner Custody

Guards, matrons, meals	24,000
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Operational Travel	10,000
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Accommodation

Rental Accommodations	43,000
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Total (O&M)	182,400
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Start Up Costs

Vehicles (4 @ 19,500)	78,000
Silent Patrolman (595/unit x 3)	1,785
Siren Systems (645/unit x 3)	1,935
Office Equipment	
Computer Equipment (1900 x 2)	3,800
Typewriters (579 x 3)	1,737
Exhibit Containers & Equipment	4,500
Flashlights, chargers, ticket-book cases, etc.	1,875
Office Furniture	
Desks, chairs, filing cabinets, computer work stations, bookcases, breathalyser, radar equipment	5,000
Radio Communications	
Base Station, mobile and portable unit	56,710
Uniforms - Existing members (800 x 5)	4,000
Vests - Existing members (500 x 5)	2,500
Total Start Up Costs	161,842

In-Service

Meals	110	
Accommodation	<u>65</u>	
Total	175	175
Crime Scene Investigation (15 days x 3)	1,575	
Accident Investigation (5 days x 3)	525	
rug Investigation (5 days x 3)	525	
Community Policing & Crime Prev. (5 days x 3)	525	
Supervision Level 1 (5 days x 5)	875	
Family Violence (10 days x 5)	1,750	
Total In-Service Training Costs	5,775	
Travel (600 kms. x .29 x 44 trips)	7,656	
Weekend Meals	500	
Total Cost (Less 6,000 paid in 93/94)	7,931	

APPENDIX 1

Salaries – October 1, 1994/March 31, 1995

Chief	(1)	57,600	57,600	
Sgt.	(2)	38,704	77,408	
Cpl.	(2)	37,782	75,564	
Cst.	(2)	36,797	73,594	
	(8)	31,934	<u>255,472</u>	
Total			539,638	
Employer costs (14.5%)			78,248	
Overtime (5%)			26,982	
Support Staff (5)			<u>144,000</u>	
Total Salary			788,868	
Salary for 6 months (788,868 / 2)			394,434	394,434

Recruit Salaries – June 1, 1994/October 1, 1994

8 recruits x \$29,000 x 4 months	77,333	
+ 14.5%	11,213	
+ overtime (5%)	<u>3,866</u>	
	92,412	
1 recruit x \$29,000 x 2 months	4,833	
+ 14.5%	700	
+ overtime (5%)	<u>241</u>	
	5,774	
Total Recruit Salary	98,186	98,186

Support Staff – June 1994/October 1994

1 support staff x \$25,000 x 4 months	9,540	
Total Support Staff	9,540	<u>9,540</u>
TOTAL		\$502,160

Salaries - 1995/96

Chief	(1)	57,600	57,600
Sgt.	(2)	38,704	77,408
Cpl.	(2)	37,782	75,564
Cnst.	(2)	36,797	73,594
Cnst.	(8)	34,364	<u>274,912</u>
Total			559,078

Employer costs (14.5%)	81,066
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Overtime (5%)	27,954
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Support Staff (5)	<u>144,000</u>
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Total 1995/96	812,098
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APPENDIX 2**Operation & Maintenance (O&M) – 1994/95**

Vehicles		
Maintenance & Repair (2000 x 6)	12,000	
Gas, oil, tires, etc. (6800 x 6)	40,800	
Insurance (850 x 6)	<u>5,100</u>	
Sub-total	57,900	
(for 6 months)		28,950
Office Supplies		
Stationery	5,000	
Postage	3,500	
Telephone Service	15,000	
Rental Equipment	5,000	
Public Utilities	10,000	
Kit & Clothing (600 x 15)	<u>9,000</u>	
Sub-total	47,500	
(for 6 months)		23,750
Prisoner Custody		
Guards, matrons, meals	24,000	
(for 6 months)		12,000
Operational Travel		
(for 6 months)	10,000	5,000
Accommodation		
Rental Accommodations (for 6 months)		11,500
Total (O&M)		81,200

APPENDIX 3

In-Kind Services -- Yearly Cost

Police Commission	\$ 5,505
Review Board (Based on one 3-day hearing per year)	8,100
Audit Expenses (Based on two auditors working for two weeks)	13,060
Atlantic Police Academy	<u>10,788</u>
TOTAL IN-KIND SERVICES	\$37,453
Canada's Contribution (52%)	\$19,475

SCHEDULE "B"

ELIGIBILITY CRITERIA FOR UNAMA'KI POLICE OFFICERS

Persons must meet the following criteria for entrance in the Unama'ki Tribal Police:

- be a member of the Membertou, Eskasoni, Chapel Island, Whycocomagh or Wagmatcook Band (except in respect of chief of police)
- be 19 years of age or older
- have no criminal record
- hold a Grade 12 certificate or equivalent
- possess a valid Nova Scotia drivers license
- pass a pre-engagement physical fitness test
- pass a pre-engagement medical examination
- pass a pre-engagement education test

Unama'ki Police Officers shall successfully complete:

- the RCMP Depot training course or the Atlantic Police Academy up-grading courses, as the case may be, including:
 - Basic First Aid
 - CPR
 - Red Cross Survival Swimming Course and Rescue Skills Certificate
 - Canada Safety Council Safe Driving Course
 - 25 words per minute typing or keyboarding; and
- RCMP field training, where necessary.

CONSENT / AUTHORIZATION TO RELEASE PERSONAL INFORMATION

Recruits will be required to authorize or consent to release of personal information for the purpose of the application process, i.e., personal reference checks, police background checks, and access to other records which are required in the application process.

SCHEDULE "C"

OATH OF OFFICE

(Member of the Unama'ki Board of Police Commissioners)

(Paragraph 6.1.6(2))

I, _____, do solemnly swear/affirm that I will faithfully, truly and impartially, to the best of my judgment, skill, knowledge, and ability, carry out, discharge and perform the duties of a member of the Unama'ki Board of Police Commissioners, and will not, except in the discharge of my duties, disclose, to any person, any matter or evidence brought before the Board in camera or in confidence.

SWORN/AFFIRMED to at)
in the County of)
Province of Nova Scotia, this)
day of , 19 ,)
BEFORE ME,)
)
)
)

Commissioner of Oaths

SCHEDULE "D"

The following provisions of the Police Act and regulations, modified as necessary, shall apply to the Reserve lands, the Unama'ki Board of Police Commissioners and the Unama'ki Tribal Police.

1 The following regulations may be cited as the Unama'ki Police Regulations.

2 (1) (a) "Act" means the Police Act;

(b) "agreement" means the tripartite Unama'ka Tribal Police Agreement to which these regulations are Schedule "D";

(c) "authority" means a person or body other than the Review Board which, pursuant to these regulations, has jurisdiction to deal with a complaint or an internal disciplinary matter;

(d) "Board" means the Unama'ki Board of Police Commissioners;

(e) "Commission" means the Nova Scotia Police Commission;

(f) "complaint" means any communication received from a member of the public in writing, or given orally and reduced to writing and signed by the complainant, which criticizes the behaviour of a member of the force or alleges the failure of the force itself to meet public expectations;

(g) "member" means a member of the Unama'ki Tribal Police;

(h) "Minister" means the Minister of Justice;

(i) "Registrar" means the Registrar of the Review Board;

(j) "Review Board" means the Police Review Board established pursuant to the Police Act.

(2) The forms attached hereto are incorporated into and form part of these regulations and any reference to a form is a reference to one of the forms attached hereto.

3 The exemption from the provisions of the Police Act and regulations shall not and shall be deemed not to impair the operation of the provisions of the Police Act and regulations that constitute and empower the Nova Scotia Police Commission, the Nova Scotia Provincial Police, the Royal Canadian Mounted Police, municipal police forces, municipal Boards of police commissions, the Police Review Board, insofar as the operation of those bodies is not inconsistent with the provisions of the Agreement.

- 4 (1) The Minister of Justice is the constituted authority for the administration of justice within the Province and nothing contained in these regulations shall be construed to change or alter this responsibility.
- (2) Without restricting the generality of subsection (1) and notwithstanding anything contained in these regulations, the Minister of Justice may order an investigation into any matter relating to policing and law enforcement in the Province.
- (3) An investigation pursuant to subsection (2) shall be conducted by such persons and in such manner as the Minister of Justice may specify in his order.
- 5 (1) The Minister of Justice has the general supervision and management of these regulations.
- (2) The Minister of Justice shall ensure that an adequate and effective level of policing is maintained throughout the Province.
- (3) The Minister of Justice shall promote the preservation of peace, the prevention of crime, the efficiency of police services and the improvement of police relationships with communities within the Province.
- (4) For the purpose of subsection (1), the Minister of Justice may
- (a) liaise, consult and cooperate with any similar body in Canada to encourage uniformity in the procedures, proceedings, standards and any other matters relating to police services;
 - (b) establish and maintain a central information and statistics service and a system of research studies for the purpose of aiding the police forces in the Province;
 - (c) consult with and advise boards of police commissioners and other police authorities and chiefs of police on all matters relating to police and police matters;
 - (d) provide to boards of police commissioners and other police authorities and chiefs of police information and advice respecting the management and operation of police forces, techniques in handling special problems and other information considered to be of assistance;
 - (e) determine, through a system of assessments, evaluations and inspections, the adequacy, efficiency and effectiveness of police services provided on the reserve lands;
 - (f) establish a system of visits to the police forces in the Province;

- (g) assist in coordinating the work and efforts of the police forces in the Province;
 - (h) develop and approve a police training program extending from the basic recruit course through all levels of in-service training including specialized courses and those embracing management, supervision and police administration;
 - (i) assist in the development of police education at the post-secondary school level.
 - (j) establish programs and methods designed to create between the public and the police a mutual understanding of police functions, duties and responsibilities and to promote police relationships with the news media and the community.
- 6 (1) The Commission shall consult with and advise the Board and the Chief of Police on all matters relating to public complaints and internal discipline.
- (2) The Minister of Justice may direct the Commission or any member thereof to investigate, inquire into and report to him upon any matter relating to
- (a) the extent, investigation or control of crime;
 - (b) the enforcement of law;
 - (c) the conduct of or the performance of duties by any chief of police, other police officer, or special constable appointed by the Minister of Justice;
 - (d) the administration of the Unama'ki Tribal Police;
 - (e) the system of policing any reserve lands; or
 - (f) the police needs of the Unama'ki communities,
- and he shall define the scope of the inquiry.
- (3) The Minister of Justice may, at the request of the Board, direct the Commission, or any member thereof, to conduct an inquiry pursuant to subsection (2).
- (4) The Minister of Justice may, upon the request of the Commission, appoint counsel to assist the Commission in an inquiry or investigation under this Section.
- (5) Every person likely to be affected by an investigation or inquiry under this Section shall be afforded a reasonable opportunity to appear and be heard either in person or through counsel.

- (6) The cost of the investigation or inquiry or both, including the cost of recording and transcribing the evidence and reasonable legal fees, as determined by the Commission, for persons likely to be directly affected by the investigation or inquiry and witness fees incurred by those persons, shall be paid out of the Consolidated Fund of the Province.
 - (7) The findings, decisions and recommendations made by the Commission in respect of an inquiry may be implemented notwithstanding any provision in a contract or collective agreement.
 - (8) The Commission shall make a report of its investigation under subsection 3 to
 - (a) the Minister of Justice upon his request or if the Commission considers it advisable; and
 - (b) the Unama'ki Board of Police Commissioners.
- 7
- (1) The Minister of Justice may, with the consent of the Board, direct a member of the Unama'ki Tribal Police to serve in any part of the Province outside the boundaries of the area for which the member has been appointed.
 - (2) The Board shall be reimbursed by the Minister of Justice for the salary and expenses of any member of the force serving outside the boundaries of the area for which the member has been appointed pursuant to a direction under subsection (1).
- 8
- (1) The Minister of Justice shall notify the Chairman of the Board either orally or in writing, if the Minister assumes the direction of police administration within the Unama'ki communities or removes from the Unama'ki Tribal Police the investigation of a crime committed on the reserve lands, and thereafter the members of the Unama'ki Tribal Police force
 - (a) shall render to the Minister of Justice or any member of the provincial police force charged with the investigation or prosecution of the crime all possible assistance and information; and
 - (b) shall carry out and obey the orders of the Minister of Justice or member of the provincial police force, as the case may be.
 - (2) A member of the Unama'ki Tribal Police shall, upon the request of the Minister of Justice, deliver to any person named by the Minister of Justice all warrants, papers, exhibits, photographs and other information or records in his possession or under his control dealing with any criminal case that is the subject of investigation by the provincial police force.

9 (1) The Minister of Justice may

- (a) appoint a person as an aboriginal police officer; and
 - (b) define the territorial jurisdiction and duties of an aboriginal police officer.
- (2) An aboriginal police officer has all the power, authority, immunity and protection provided a peace officer or police officer in any enactment which the aboriginal police officer is responsible for enforcing pursuant to the appointment.
- (3) If the specified duties of an aboriginal police officer relate to a reserve as defined in the *Indian Act* (Canada), the appointment also requires the approval of the Board.
- (4) The Minister of Justice shall not terminate the appointment of an aboriginal police officer whose specified duties relate to a reserve without first consulting with the Board that approved the appointment.
- (5) The appointment of an aboriginal police officer shall be in writing and shall state clearly the territorial jurisdiction and duties of the officer.
- (6) Every aboriginal police officer shall take an oath of office or affirmation in Form 13 of the Schedule.

10 (1) The Minister of Justice may, at the request of the Board,

- (a) appoint such special constables as the Minister considers necessary;
 - (b) define the offices, positions, territorial jurisdiction and duties of special constables;
and
 - (c) make rules and regulations governing the office, position, duties, conduct and discipline of special constables and any other matter concerning special constables.
- (2) The Minister of Justice is responsible for ensuring that special constables carry out their authority, responsibility and duties in a proper manner.
- (3) A special constable shall, before entering upon his duties, take an oath of office.
- (4) The employer of a special constable is liable for the actions of the special constable while the special constable is on duty or otherwise exercising the powers of a special constable.

- 11 The exemption from the provisions of the Act and regulations shall not and shall be deemed not to impair the regulation-making authority of the Governor in Council and the Minister pursuant to the Act, and any such regulations hereinafter enacted shall be adopted by the Board mutatis mutandis, save and except those cases where, in the opinion of the Board, the regulations would impair the ability of the Unama'ki Tribal Police to provide culturally sensitive policing, in which case there shall be consultation between Nova Scotia and the Board to develop a mutually acceptable operating procedure.

Standard of conduct

- 12 (1) A high standard of police discipline shall be consistently maintained in the Unama'ki Tribal Police:
- (2) All senior and supervisory ranks shall set an example to all members in carrying out their assignments, shall display a strict sense of duty and impartiality in dealing with subordinates and shall impartially administer disciplinary matters pursuant to these regulations.
- (3) No member of the Unama'ki Tribal Police is subject to any penalty, including reduction in rank or dismissal, until after proceedings have been taken pursuant to these regulations, except that
- (a) the services of any member may be dispensed with in the initial period of service while the member is on probation;
- (b) a report made pursuant to Section 6 of these regulations may be implemented;
- (c) a member of the Unama'ki Tribal Police may be dismissed upon conviction for an indictable offence or an offence punishable on summary conviction pursuant to an Act of the Province, a province or territory of Canada or the Government of Canada which, in the opinion of the Board, renders the member unfit to perform his duties as a member;
- (d) where the Commission or any member thereof holds an investigation or inquiry pursuant to Section 6 of these regulations and reports that any member does not perform or is incapable of performing his duties in a manner fitted to, or his conduct does not satisfy the requirements of his position, the Board may
- (i) reduce the member in rank and in pay in accordance with the rank to which he is reduced,

- (ii) where the report is concurred in by all members of the Commission and it is so recommended therein, dismiss the member concerned or place him on retirement if he is entitled thereto.
- (4) To enable the Board, the Commission and the Review Board to carry out their duties and functions pursuant to the Police Act and these regulations, it shall be the duty of every member of the Unama'ki Tribal Police to assist and cooperate with the Board, the Commission and the Review Board, and their members and staff.

Code of conduct and discipline

- 13 (1) A member of the Unama'ki Tribal Police commits a disciplinary default where the member
 - (a) engages in discreditable conduct by
 - (i) acting in a disorderly manner or in a manner prejudicial to discipline or reasonably likely to bring discredit upon the reputation of the Unama'ki Tribal Police,
 - (ii) assaulting any member of the Unama'ki Tribal Police or of another police force,
 - (iii) using oppressive or abusive conduct or language towards a member of the Unama'ki Tribal Police or any other police force, or
 - (iv) contravening any provision of the Agreement or these regulations;
 - (b) is insubordinate by
 - (i) word or action, or
 - (ii) disobeying or omitting or neglecting to carry out a lawful order without lawful excuse;
 - (c) neglects duties by
 - (i) neglecting to or, without lawful excuse, failing to promptly and diligently perform a duty as a member of the Unama'ki Tribal Police,
 - (ii) failing to work in accordance with orders or leaving an area detail or other place of duty without permission or sufficient cause or, having left a place

of duty with such permission or cause, failing to return thereto without undue delay,

- (iii) being absent from police duty without adequate excuse, or
- (iv) being tardy in reporting for duty without adequate excuse;
- (d) engages in deceit by
 - (i) wilfully or negligently making or signing a false, misleading or inaccurate oral or written statement or entry in any official document or record or otherwise pertaining to official duties, or
 - (ii) without lawful excuse, destroying, mutilating or concealing any official document or record or altering, erasing or adding to any entry therein;
- (e) improperly discloses information by
 - (i) without proper authority, communicating to any person any information which the member possesses as a member of the Unama'ki Tribal Police,
 - (ii) making an anonymous communication to any police authority or any member of the Unama'ki Tribal Police, or
 - (iii) signing or circulating a petition or statement in respect of a matter concerning the police force, except through the proper official channel of correspondence or established grievance procedure or in the bona fide performance of the member's duties, as a representative of a certified police union, association or federation;
- (f) engages in corrupt practice by
 - (i) failing to properly account for, or make a prompt or true return of, any money or property received by the member in the course of duty,
 - (ii) being under a pecuniary or other obligation to any person in such manner as might affect the proper performance of his duties as a member of the Unama'ki Tribal Police, or
 - (iii) improperly using one's position as a member of the Unama'ki Tribal Police for private advantage;

- (g) abuses authority by
 - (i) without good or sufficient cause, making an arrest,
 - (ii) using unnecessary force on or cruelly treating any prisoner or other person with whom the member may be brought into contact in the execution of a duty, or
 - (iii) being discourteous or uncivil to any member of the public having regard to all the circumstances;
- (h) improperly uses firearms by
 - (i) without proper authorization carrying, when on duty, any firearm other than one issued by the Unama'ki Tribal Police,
 - (ii) having discharged a firearm when on duty, other than on firearm training exercise, and failing to report such incident to a senior officer as soon as practicable thereafter, or
 - (iii) failing to exercise discretion and restraint in the use and care of firearms;
- (i) damages police property by
 - (i) wilfully or negligently causing waste, loss or damage to police property or any other property entrusted to the member's care as a police officer, or
 - (ii) failing to report promptly any loss of or damage to such property, however caused;
- (j) is found guilty of an indictable offence or an offence punishable on summary conviction under any statute of Canada, the Province or any province or territory in Canada which renders the member unfit to perform his duties as a member;
- (k) uses intoxicating liquor or a non-medical drug in a manner prejudicial to duty by
 - (i) upon reporting for regular duty or while on duty, being unfit for duty as a result of drinking intoxicating liquor or the non-medical use of a drug, or
 - (ii) without proper authority, when on duty, making any use of, or receiving from any other person any intoxicating liquor or non-medical drug;

- (l) dresses improperly or is untidy by, while wearing a uniform either while on or off duty in a public place, being improperly dressed or being untidy or unkempt in appearance;
 - (m) is an accessory to a disciplinary default by aiding, abetting or conniving with a party or knowingly being an accessory to a disciplinary default under this section;
 - (n) attempts, by any means, to commit a disciplinary default under this section.
- (2) Where an authority notifies the member that the member is alleged to have committed a disciplinary default by serving a Form 8 on the member, the member shall be informed in Form 8 whether, if the charge is proved, the member will be given a major or a minor penalty and the maximum penalty that will be considered.
- (3) Where an authority finds that a member of the Unama'ki Tribal Police has committed a disciplinary default and has been notified in Form 8 that a major penalty will be sought, that authority may
- (a) dismiss the member from the Unama'ki Tribal Police;
 - (b) require the member to resign from the Unama'ki Tribal Police and where the member does not resign within seven days after being required to do so, dismiss the member from the Unama'ki Tribal Police;
 - (c) reduce the member in rank;
 - (d) impose a fine, not exceeding one month's pay of the member as a member of the Unama'ki Tribal Police, with time to pay at the discretion of the authority;
 - (e) suspend the member without pay for not more than thirty days; or
 - (f) reprimand the member.
- (4) Where an authority finds that a member of the Unama'ki Tribal Police has committed a disciplinary default and has been notified in Form 8 that a minor penalty will be sought, that authority may
- (a) reprimand the member;
 - (b) forfeit up to three days' leave from the member; or
 - (c) forfeit up to three days' pay from the member.
- (5) In determining whether a member has committed a disciplinary default and if so what discipline is appropriate, an authority shall have regard to whether a member has exercised or attempted to exercise a purported aboriginal or treaty right in good faith.

Public complaints, internal discipline and suspension

Public complaint

- 14 (1) The chief of police of the Unama'ki Tribal Police or a member of the Unama'ki Tribal Police designated by the chief of police is a complaints officer for the purpose of these regulations.
- (2) A member of the public may make a complaint concerning a member of the Unama'ki Tribal Police, including its chief of police, to
- (a) the complaints officer or any member of the Unama'ki Tribal Police;
 - (b) the Board; or
 - (c) the Commission,
- within thirty days after the occurrence which gave rise to the complaint.
- (3) The person to whom a complaint is made shall
- (a) record the complaint in Form 1;
 - (b) furnish the person making the complaint with a statement, in Form 2, that sets out the procedures which are to be followed respecting the complaint and the rights of that person under these regulations;
 - (c) forward a copy of the complaint, as recorded on Form 1, to the member of the Unama'ki Tribal Police complained of, the Commission, unless the complaint was originally made to the Commission, and the complaints officer of the Unama'ki Tribal Police, unless the complaint was originally made to the complaints officer;
- and the complaints officer shall either
- (d) where the complaint does not relate to the chief of police, refer the complaint to the chief of police of the Unama'ki Tribal Police for consideration and investigation and the chief of police may appoint another member of the Unama'ki Tribal Police to conduct the investigation; or
 - (e) where the member complained of is the chief of police, forward a copy of the complaint to the Board and the Board shall refer the complaint to
 - (i) a barrister;

(ii) with the consent of the chief of police of the Unama'ki Tribal Police, a chief of another police force; or

(iii) with the consent of the RCMP, a member of the RCMP,

for consideration and investigation.

15 (1) A member of the public may make a complaint alleging the failure of the Unama'ki Tribal Police itself to meet public expectations to

(a) the complaints officer of the Unama'ki Tribal Police;

(b) the Board; or

(c) the Commission.

(2) The person to whom a complaint is made shall

(a) record the complaint in Form 1; and

(b) forward a copy of the complaint, as recorded on Form 1, to the chief of police, the Board, and the Commission.

(3) The chief of police or the Board, as agreed between them, shall deal with the complaint and inform the complainant of the decision.

(4) The decision of the chief of police or the Board, as the case may be, is final and not subject to review.

16 (1) A complainant may withdraw a complaint at any time by giving notice orally, or in writing following Form 3 or in a similar form, to the person or body with whom the complaint was filed.

(2) Where a complaint is withdrawn, the person or body with whom the notice of withdrawal is filed shall notify those persons who are entitled to receive a copy of the complaint that the complaint is withdrawn.

(3) Notwithstanding subsection (1), where the authority to whom a complaint is referred for investigation is of the opinion, for any good or sufficient reason, that the complainant should not have withdrawn the complaint, the authority may, not later than thirty days after the date the complaint is withdrawn, order that the complaint continue and, in such an event, the complaint shall continue to be treated as a complaint pursuant to these regulations.

- 17 The Board may, on application before or after a time limit has expired, extend the time for filing a complaint for up to a maximum of six months from the occurrence which gave rise to the complaint where it is satisfied that there are reasonable grounds for granting an extension and the extension will not unduly prejudice the member in respect of whom the complaint is made.
- 18 Where the facts alleged in a complaint amount to the violation by the member of a statute enacted by the Parliament of Canada, the person to whom the complaint is referred for investigation shall refer the matter to the appropriate police authority for a determination of whether charges should be laid.
- 19 (1) The person to whom a complaint is referred for investigation shall consider whether the complaint can be resolved informally and, with the consent of the person making the complaint and the member concerned, may attempt to resolve the complaint.
 - (2) A complaint is resolved informally where
 - (a) a resolution of the complaint is proposed; and
 - (b) the member to whom the complaint relates and the complainant agree, in writing, with the proposed resolution of the complaint by signing a record of informal resolution of the complaint, in Form 4.
 - (3) Where a complaint is resolved informally,
 - (a) the complaint shall not be proceeded with any further; and
 - (b) the complaint shall not appear in the service record of the member to whom it relates.
 - (4) The person to whom a complaint is referred for investigation shall forward a record of the informal resolution of the complaint in Form 4 to the Board and the Commission.
- 20 (1) Where the complaint is not resolved informally pursuant to Section 19, the investigator appointed pursuant to Section 14(3)(d) or (e) shall continue the investigation.
 - (2) In conducting an investigation pursuant to this Section, the investigating officer has all the powers and privileges of a peace officer.
 - (3) The person to whom a written allegation is made shall give notice of the allegation in Form 7 to the member alleged to have committed the disciplinary default.
 - (4) An investigation shall be completed within 60 days from the occurrence of the alleged disciplinary default except that the Board may extend the time to complete the

investigation where the Board is satisfied that there are reasonable grounds for granting an extension and the extension will not unduly prejudice any person.

- (5) Where an investigation is completed, the investigator shall make a final investigation report in Form 5 and shall ensure that a copy of the report is provided to the chief of police, the Board, the complainant, the member to whom the complaint relates, and the Commission.
 - (6) The chief of police, in the case of a member, or the Board, in the case of the chief of police, shall, within fourteen days after receiving the final investigation report,
 - (a) cause disciplinary proceedings to be taken against the member pursuant to these regulations as if the member had been alleged to have committed a disciplinary default pursuant to these regulations by serving Form 8 on the member and following the procedures set out in Section 26(10) to (12) or Section 28(6) to (9);
 - (b) counsel or caution the member regarding his conduct; or
 - (c) take no further action with respect to the complaint, and the chief of police or the Board, as the case may be, shall notify the complainant, the Board and the Commission of the manner in which the authority disposed of the complaint.
 - (7) Where disciplinary proceedings are taken pursuant to subsection (6), the chief of police or the Board, as the case may be, shall, in writing, notify the complainant, the Board and the Commission of the manner in which the authority disposed of the disciplinary proceedings as soon as practicable after the proceedings are concluded.
- 21
- (1) The complainant may initiate a review by the Board of a decision of the chief of police pursuant to Section 20(6) to take no further action with respect to the complaint, by filing with the Board a notice of review in Form 6 within 14 days after the person who is seeking the review receives the decision of the chief of police with respect to the complaint.
 - (2) The police officer to whom the complaint relates may initiate a review by the Board of a decision of the chief of police by filing with the Board a notice of review in Form 9 within 14 days after the person who is seeking the review receives the decision of the chief of police with respect to the complaint.
 - (3) Where a notice of review is filed, the Board shall forward a copy of the notice to the chief of police, the complainant and the member complained of.
 - (4) The Board shall consider forthwith whether the complaint can be resolved informally and, with the consent of the complainant and the member against whom the complaint has been laid, may attempt to resolve the complaint.

- (5) A complaint is resolved informally where
 - (a) a resolution of the complaint is proposed; and
 - (b) the member to whom the complaint relates and the complainant agree, in writing, with the proposed resolution of the complaint by signing a record of informal resolution of the complaint, in Form 4.
 - (6) Where a complaint is resolved informally,
 - (a) the complaint shall not be proceeded with any further; and
 - (b) the complaint shall not appear in the service record of the member to whom it relates.
 - (7) The person to whom a complaint is referred for investigation shall forward a record of the informal resolution of the complaint in Form 4 to the Board and the Commission.
 - (8) Where the Board does not resolve the complaint informally, the Board shall forthwith appoint from its membership a three-person panel, one of whom shall be designated as the chair, to review the chief's decision.
 - (9) The Board shall provide a copy of its decision to the complainant, the member complained of and the Commission.
 - (10) The Board shall have the power, authority and responsibilities set out in Sections 36 to 41.
- 22
- (1) The complainant may initiate a review by the Review Board of a decision of the Board pursuant to Section 20(6) to take no further action against the chief of police with respect to the complaint by filing with the Board a notice of review in Form 6 within 14 days of receiving the Board's decision.
 - (2) The chief of police may initiate a review by the Review Board of a decision made by the Board pursuant to Section 20(6) or 20(7) by filing with the Registrar a notice of review in Form 6 within 14 days of receiving the Board's decision.
 - (3) The police officer, the chief of police and the complainant may initiate a review by the Review Board of a decision made by the Board pursuant to Section 21(8) by filing with the Registrar a notice of review in Form 6 within 14 days of receiving the Board's decision.

- (4) Where a notice of review is filed, the Registrar shall forward a true copy of the notice to
- (a) the Board;
 - (b) the complainant; and
 - (c) the police officer to whom the decision relates,
- and shall refer the complaint to the investigative branch of the Commission.
- (5) Despite subsection (1), the Review Board, on application before or after a time limit has expired, may extend the time for filing a notice of review when it is satisfied that there are reasonable grounds for granting an extension and the extension will not unduly prejudice a party.
- 23 Where a notice of review has been filed and a complaint referred to the investigative branch of the Police Commission, the procedures set out in Section 14 of the regulations made under the Act shall apply, mutatis mutandis.

Internal discipline

- 24 (1) Subject to subsection (2), the chief of police is the disciplinary authority for the force.
- (2) Where the chief officer is alleged to have committed a disciplinary default, the Board is the disciplinary authority.
- 25 (1) A member of the Unama'ki Tribal Police may allege that another member of the Unama'ki Tribal Police has committed a disciplinary default by making a written allegation to
- (a) the chief of police; or
 - (b) where the allegation relates to the chief of police, the Board.
- (2) No proceedings for an alleged disciplinary default shall be commenced if more than six months have elapsed since the occurrence of the alleged disciplinary default.
- (3) For the purpose of this regulation, proceedings are commenced at the time Form 7 is served on a member, or in the case of a member who is absent without leave or avoiding service, at the time Form 7 is signed by the authority.

- 26 (1) Where the alleged disciplinary default does not relate to the chief of police, the chief of police shall deal with the alleged disciplinary default and appoint an investigating officer of higher rank than the member alleged to have committed the default.
- (2) Despite subsection (1), the chief of police may, after consulting with the chief of police of another police force, designate a member of that other police force of higher rank than the member alleged to have committed the disciplinary default to conduct the investigation on behalf of the chief of police.
- (3) Where requested to do so by the authority which is to conduct an investigation, the investigative branch of the Commission shall assist in carrying out the investigation pursuant to this Section.
- (4) In conducting an investigation pursuant to Sections 26 and 28 of these regulations, the investigating officer shall have all the powers and privileges of a peace officer.
- (5) The investigation shall be completed within sixty days of the date the allegation is made, except that the Board may extend the time to complete the investigation when the Board is satisfied that there are reasonable grounds for granting an extension and the extension will not unduly prejudice any person.
- (6) The investigator shall, after completing the investigation, report forthwith to the authority whether, in that person's opinion, the evidence establishes that the member has committed a disciplinary default or not, and, if so, what penalty, if any, provided by these regulations ought to be imposed on the member.
- (7) The investigator shall also identify any organizational or administrative practices of the Unama'ki Tribal Police which may have caused or contributed to the creation of the disciplinary default and the chief of police or his delegate shall consider independently of the disposition of the disciplinary default all matters of a purely organizational or administrative nature which may need further consideration and report these matters, together with their disposition, to the Board.
- (8) Within 14 days after receiving a report pursuant to subsection (6) or, where the chief of police conducts the investigation, within 14 days after the investigation is completed, the chief of police shall decide whether the evidence gathered in the investigation discloses that the member may have committed a disciplinary default.
- (9) Where the chief of police decides that the evidence gathered in the investigation discloses that a disciplinary default has not been committed, the chief of police shall forthwith notify the member that the allegation has been dismissed.
- (10) Where the chief of police decides that the evidence gathered in the investigation discloses that a disciplinary default may have been committed, the chief of police shall

forthwith send a notice of meeting in Form 8 and meet privately with the member and at the meeting the member may be represented by counsel or a member of the same police force and shall be given an opportunity to

- (a) hear the results of the investigation; and
- (b) admit or deny the allegation.

(11) The chief of police shall, where it is decided that

- (a) the member has committed a disciplinary default and should be given a major penalty, impose one or more of the penalties referred to in Section 13(3), except where the chief of police considers that a member should be dismissed, the chief shall recommend to the Board that the member be dismissed;
- (b) the member has committed a disciplinary default and should be given a minor penalty, impose one of the penalties referred to in Section 13(2); or
- (c) the member has not committed a disciplinary default, dismiss the charge.

(12) The chief of police or his delegate shall forward a written copy of the decision and the reasons therefor to

- (a) the member who is the subject of the disciplinary proceedings;
- (b) the Board; and
- (b) the Commission.

27 (1) Where the chief of police has decided that a member against whom an allegation is made has committed a disciplinary default and has penalized the member, the member may initiate a review of the chief of police's decision by the Board by filing with the Board a notice of review in Form 6 within 14 days after the member receives the decision.

(2) Where the chief of police has decided that a member against whom an allegation is made has not committed a disciplinary default, the person making the allegation may initiate a review of the chief of police's decision by the Board by filing with the Board a notice of review in Form 6 within 14 days of receiving the decision.

(3) The Board shall forthwith appoint from its membership a three-person panel, one of whom shall be designated as the chair, to review the chief's decision.

- (4) The Board shall provide a copy of its decision to the complainant, the member complained of and the Commission.
 - (5) The Board shall have the power, authority and responsibilities set out in Sections 36 to 41.
- 28 (1) Where an allegation relates to the chief of police, the Board shall deal with the allegation.
- (2) The Board shall request
- (a) a barrister;
 - (b) with the consent of the chief of police, the chief of police of another police force;
 - (c) with the consent of the RCMP, a member of the RCMP; or
 - (d) the Commission's investigator,
- to conduct the investigation.
- (3) The person appointed to investigate shall investigate the allegation and, on completion, report forthwith to the Board
- (a) whether, in the opinion of the investigator, the chief of police has committed a disciplinary default;
 - (b) what penalty ought to be imposed on the chief of police, if any; and
 - (c) whether or not, in the opinion of the investigator, the chief of police is able to carry out the chief's duties.
- (4) In conducting an investigation pursuant to Sections 26 and 28, the investigating officer shall have all the powers and privileges of a peace officer.
- (5) Within 14 days after receiving a report from the investigator, the Board shall decide whether the evidence establishes that the chief of police has committed a disciplinary default and whether the chief of police is able to carry out his duties.
- (6) Where the Board decides that the evidence gathered in the investigation establishes that a disciplinary default has been committed, it shall send a notice of meeting in Form 8 and meet privately with the chief of police and the chief of police may be represented by counsel or a member of the Nova Scotia Chiefs of Police Association, and at the meeting the chief of police shall be given an opportunity to

- (a) hear the results of the investigation; and
 - (b) admit or deny the allegation.
 - (7) Where the Board decides that the chief of police has committed a disciplinary default and should be given a major penalty, the Board may
 - (a) dismiss the chief of police;
 - (b) require the chief of police to resign; or
 - (c) reprimand the chief of police.
 - (8) Where the Board decides that the chief of police has committed a disciplinary default and should be given a minor penalty, the Board may reprimand the officer.
 - (9) The Board shall forward a written copy of the decision and the reasons therefor to
 - (a) the person who is the subject of the disciplinary proceedings; and
 - (b) the Commission.
 - (10) Notwithstanding anything contained in this regulation, the Board, on application before or after a time limit has expired, may extend the time for making a decision where it is satisfied that there are reasonable grounds for making the extension and the extension will not unduly prejudice any person.
- 29 (1) A member in respect of whom a decision was made by the Board pursuant to Sections 27 and 28 may, within 14 days after receiving the decision, initiate a review by the Review Board of the Board's decision by filing with the Registrar of the Review Board a notice of review in Form 9.
- (2) Where a notice of review is filed with the Registrar, the Registrar shall
 - (a) forward a copy of the notice of review to the Board which made the decision;
 - (b) refer the matter to the Review Board; and
 - (c) notify
 - (i) the Board which made the decision,
 - (ii) the member, and

(iii) the Commission,

of the date, time and place of the hearing of the review.

- (3) Notwithstanding subsection (1), the Review Board may, upon application before or after a time limit has expired, extend the time for filing a notice of review where it is satisfied that there are reasonable grounds for granting the extension and the extension will not unduly prejudice the member.
- 30 Where there has been no further entry of a disciplinary default upon the service record of a member since the date a penalty has been imposed, the disciplinary default is and is deemed to be expunged from the member's record if
- (a) at least one year has expired since the date of a reprimand where the penalty was a reprimand only;
 - (b) at least two years have expired from the date a fine or a suspension was imposed; or
 - (c) at least three years have expired since the date of reduction in rank where the penalty was a reduction in rank.

Suspension

- 31 (1) Notwithstanding any provision of these regulations, the chief of police may suspend a member from duty who, on reasonable and probable grounds, the chief of police believes to have committed an offence under a statute enacted by the Legislature or the Parliament of Canada or a disciplinary default pursuant to these regulations that, in the opinion of the chief of police, renders the member unfit for duty.
- (2) The chief of police may, at any time, revoke a suspension and order that the member be returned to duty.
- (3) During a period of suspension from duty, a member shall not exercise powers as a peace officer or police member or wear or use the uniform or equipment of the Unama'ki Tribal Police unless required to do so for court appearances or by the chief of police.
- (4) The Board may exercise the authority of a chief of police in this regulation in respect of the suspension of the chief of police.
- (5) All of the other provisions regarding the suspension of the member by the chief of police shall apply mutatis mutandis to the suspension of the chief of police by the Board.

- 32 (1) An officer of the rank of NCO in charge, or above, or a member especially delegated by the chief of police for this purpose, may exercise the power of suspension exercisable by the chief of police pursuant to Section 31, subject to such suspension being subsequently confirmed by the chief of police within 24 hours.
- (2) The officer or member shall inform the chief of police forthwith after action is taken under subsection (1) and the chief of police shall in turn forthwith inform the Board.
- 33 (1) At the earliest opportunity, and in any event within seventy-two hours of the original suspension, the chief of police shall decide whether the suspension is to continue in effect or be rescinded with or without conditions.
- (2) Where the chief of police decides that the suspension is to continue, the chief of police shall report this fact forthwith to the Board and the suspension continues only if the decision is confirmed by the Board within 72 hours after it is made.
- 34 (1) Where a member is suspended pursuant to Section 31, the member shall receive pay and allowances for at least 60 days during the period of suspension and such longer period as the chief of police and the Board may determine.
- (2) Written notice of a decision pursuant to subsection (1) by the chief of police and the Board to discontinue a member's pay and allowances at the expiration of the first 60 days of the suspension shall be given forthwith to the member who may thereafter appear personally or by counsel or, where a collective agreement so provides, by an agent, before the Board for a review of the decision.
- (3) Within 60 days after a notice of a decision pursuant to subsection (2) is received, the member may initiate a review of the decision by filing with the Board a notice of review in Form 10.
- (4) Where a notice of review is filed with the Registrar, the Registrar shall
- (a) forward a copy of the notice to the chief of police and the Board;
 - (b) refer the matter to the Review Board; and
 - (c) within seven days of receiving the notice, notify
 - (i) the chief of police,
 - (ii) the Board,
 - (iii) the member suspended, and

(iv) the Commission,

of the date, time and place of the hearing of the review.

- (5) A member acquitted of all charges and proceedings before a criminal court and against whom no disciplinary proceedings are taken arising out of the same facts and circumstances shall receive full pay and allowances for any period of suspension for which the member was not given full pay and allowances.
 - (6) A member who has been suspended during an investigation which results in no disciplinary action or criminal proceedings shall receive full pay and allowances for any period of the suspension for which the member was not given full pay and allowances.
 - (7) the Board or the Review Board at a hearing held pursuant to these regulations
 - (a) may, if it finds that a disciplinary default which resulted in the decision to suspend the member has been proved, make such order as to full or partial pay and any allowances for any unpaid period of suspension as the authority considers proper;
or
 - (b) shall, if the Board or the Review Board dismisses all of the alleged disciplinary defaults which caused the decision to suspend the member, order that the member receive full pay and allowances for any period of the suspension for which the member was not given full pay and allowances.
- 35 In fulfilling its functions pursuant to these regulations, the Review Board has the power, authority and responsibilities as set out in Sections 28 to 33 of the Police Act and Sections 23 to 28 of the regulations made pursuant to the Police Act, mutatis mutandis.

Power of Board

- 36 (1) A hearing respecting a complaint is open to the public unless the Board is of the opinion that it is in the interest of public morals, the maintenance of order or the proper administration of justice to exclude members of the public for all or part of the proceedings.
- (2) A hearing with respect to an internal discipline matter is not open to the public.
- 37 At a hearing of the Board,
- (a) where the review is the result of or involves a complaint, the complainant;

- (b) the member of the Unama'ki Tribal Police who is the subject of complaint or disciplinary proceedings;
- (c) the chief of police or his delegate;
- (d) any person who can demonstrate a personal interest in the proceedings; and
- (e) the Minister of Justice,

may be parties to the proceedings.

38 A hearing by the Board shall be a hearing *de novo* and the parties to the proceeding may

- (a) appear and be heard and be represented by counsel; and
- (b) call witnesses and examine or cross-examine all witnesses.

39 At a hearing of the Board the burden of proof shall be on the balance of probabilities.

40 (1) At a hearing, the Board may

- (a) make findings of fact;
- (b) dismiss the matter;
- (c) find that the matter under review has validity and recommend to the body responsible for the member of the Unama'ki Tribal Police what should be done in the circumstances;
- (d) vary any penalty imposed including, notwithstanding any contract or collective agreement to the contrary, the dismissal of the member of the Unama'ki Tribal Police or the suspension of the member with or without pay;
- (e) affirm the penalty imposed;
- (f) substitute a finding that in its opinion should have been reached;
- (g) award or fix costs where appropriate;
- (h) supersede a disciplinary procedure or provision in a contract or collective agreement.

(2) The decision of the Board shall be in writing and provide reasons therefor, and shall be forwarded to persons entitled to be parties to the proceeding.

- (3) Subject to a review or rights of review before the Review Board, a decision of the Board awarding costs against any party may be made an order of the supreme court and shall be enforced in like manner as any order or judgment of that court.
- (4) To make a decision of the Board an order of the supreme court, the Chairman of the Board shall endorse a copy of the decision certified by the Chairman to be a true copy as follows:

Make the within an order of the supreme court.

Dated this ____ day of _____, 19__.

Chair

and the Chair shall forward the decision so endorsed to the clerk of the supreme court who shall, on receiving it, enter the same as a record and it shall thereupon become and be an order of the supreme court and be enforceable as any order or judgment of that court.

- 41 (1) All parties to a hearing before the Board may examine before the hearing any physical or documentary evidence that would be produced or any report the contents of which will be given in evidence at the hearing.
- (2) Evidence given at the hearing shall be recorded by a qualified court reporter.
- (3) The Board shall not communicate directly or indirectly in relation to the subject matter of any hearing before it with any person or with any party or a party's representative without giving all parties an opportunity to participate.
- (4) No member of the Board shall participate in a decision following a hearing held by the Board unless that member was present throughout the hearing and heard the evidence and arguments of the parties.
- (5) Documents and things put in evidence at a hearing before the Board shall, upon the request of the person who produced them, be released to that person within a reasonable time after the matter and issue has been finally determined.
- (6) The Board has all the powers, privileges and immunities of a commissioner under the Public Inquiries Act.

Weapons and equipment

Firearms

- 42 (1) Where the chief of police carries a firearm or authorizes any member of the Unama'ki Tribal Police to carry a firearm, the firearm issued and carried shall be a .38 special calibre all-steel double action revolver with a minimum barrel length of two inches and a maximum barrel length of four inches, a safety hammer block, a swing out cylinder and single action trigger pressure of not less than three and not more than five pounds.
- (2) Subject to subsections (3) and (4), the ammunition supplied for and used in a firearm prescribed by subsection (1) shall be factory loaded and shall have a bullet of lead alloy of semi-wadcutter configuration, with a muzzle velocity not exceeding one thousand feet per second when fired in a revolver with a four inch barrel.
- (3) Despite subsections (1) and (2), the Minister may, following consultation with the chief of police, authorize any member of the Unama'ki Tribal Police to carry a firearm of a calibre other than that specified in subsection (1), and ammunition other than that specified in subsection (2).
- (4) The chief of police, or any other member of the Unama'ki Tribal Police designated for the purpose by the chief of police, may authorize a member under that person's control or administration to carry, for a special purpose, a firearm of a type other than that prescribed in subsection (1).
- (5) Before a firearm is issued to a member of the Unama'ki Tribal Police, the chief of police, or any other member designated for the purpose by the chief of police, shall be satisfied that the member has received instructions and is competent in its use.
- (6) A member issued with a firearm shall re-qualify in its competent use a minimum of every two years and a permanent record of the method of establishing the above, together with supportive documentation, shall be kept on file and be subject to scrutiny by the Minister.
- (7) The firearm shall be carried in a holster of a type authorized by the chief of police.
- (8) A member shall not draw a firearm except where the member believes it may be necessary for the protection of that member's life or the life of another, where the member believes that it is necessary in the apprehension or detention of person whom the member believes to be dangerous or where the member is authorized by law to discharge a firearm.
- (9) A member shall not threaten or intimidate any person by means of a firearm except where necessary in the performance of duty.

- (10) A member shall not discharge a firearm in the performance of the member's duty except where on reasonable or probable grounds the member believes it necessary
 - (a) for the protection of the member's life or the life of another;
 - (b) to effect the apprehension when other less violent means are insufficient, of a person whom the member, on reasonable or probable grounds, believes to be dangerous;
 - (c) to destroy a dangerous animal or one that is so badly injured that humanity requires its removal from further suffering; or
 - (d) to give alarm or to call assistance for an important or emergency purpose, when no other more reasonable means are available.
 - (11) Nothing in these regulations restricts a member from engaging in authorized target practice or ordinary weapon maintenance nor does it relieve a member of his responsibility for the proper condition and maintenance of the firearm issued to him.
- 43
- (1) Where a member of the Unama'ki Tribal Police other than the chief of police unintentionally or intentionally, except on a target range or in the course of ordinary weapon maintenance, discharges a firearm, the member shall report the occurrence to the chief of police and the chief of police shall immediately cause an investigation to be made into the circumstances.
 - (2) Where the chief of police unintentionally or intentionally, except on a target range or in the course of ordinary weapon maintenance, discharges a firearm, the chief of police shall report the occurrence to the Board, and that body shall inquire into the circumstances.
 - (3) Where the discharge of a firearm by the chief of police or other member results in death or injury, the Board or the chief of police, as the case may be, shall submit a report to the Minister.
 - (4) The Minister, on receiving a report pursuant to this regulation, shall as soon as practicable review the report and make such further inquiries as it considers necessary or expedient.
 - (5) The Minister, upon receiving a report pursuant to this Section, shall as soon as practicable review the report, and make such further enquiries and take whatever action the Minister considers necessary.

Sensory irritant aerosol weapons

- 44 The use of sensory irritant aerosol weapons is authorized for a member of the Unama'ki Tribal Police when the member is on regular or assigned duty and the chemical or sensory irritant is of a type approved by the Minister.
- 45 (1) No member is authorized to use a sensory irritant aerosol weapon unless the member holds a certificate in Form 11 which certifies that the member has taken a training course in the correct use of sensory irritant aerosol weapons and indicates that the member has successfully completed the qualifying examination.
- (2) Every member who holds a qualifying certificate shall be required to re-qualify every three years.
- 46 (1) Every instance of the use of a sensory irritant aerosol weapon shall be reported to the member's chief of police in Form 12 and the form shall be kept on file by the Unama'ki Tribal Police and made available to the Minister for inspection.
- (2) Misuse of a sensory irritant aerosol weapon by a member shall be investigated to determine whether it constitutes a disciplinary default under these regulations.
- (3) A member committing a disciplinary default pursuant to subsection (2), shall, in addition to any punishment imposed, automatically forfeit the qualifying certificate and be eligible for the re-granting of a certificate only when the member has re-qualified.

Police Ranks, Insignia, Service Badges and Clothing

- 47 (1) The Unama'ki Tribal Police may have all or any of the following police ranks:
- Chief of Police
 - Deputy Chief
 - Staff Superintendent
 - Superintendent
 - Inspector
 - Staff Sergeant
 - Sergeant
 - Corporal
 - Constable
 - Cadet.
- (2) Where a force has an investigation branch, the above ranks may be prefixed by the word "Detective".

- 48 The Unama'ki Board of Police Commissioners shall, subject to the approval of the Minister, determine the style of uniform, including insignia and other accoutrements, to be worn by the Unama'ki Tribal Police.

Police training

- 49 The preferred training establishments for the Unama'ki Tribal Police are the Atlantic Police Academy, the Canadian Police College and RCMP Depot at Regina.
- 50 The members of the Unama'ki Tribal Police shall comply with any compulsory training programs established by the Minister.

**Form 1
Complaint**

DATE AND TIME REQUIRED				
Day	Month	Year	Time	
Complainant				
Surname	First	Second	Sex	Marital Status
Address			Home Telephone	
			Work Telephone	
Date of Incident:		Time	Location	
Details of Incident: (Including any injuries, medical attention, etc.)				
Pending Court Dates, if any, as a result of this incident				
Member(s) involved		Form 2 Given to Complainant		If no, state reason
				<input type="checkbox"/> Yes
				<input type="checkbox"/> No
Complaint received by		Unama'ki Tribal Police		<input type="checkbox"/>
		N.S. Police Commission		<input type="checkbox"/>
		Board		<input type="checkbox"/>
I certify that the information given herein is true			Signature of Complainant	

Police Complaint Procedures and Rights of a Person Making a Complaint

To the Complainant:

This statement briefly sets out the procedures that will be followed upon receipt of your complaint against a member of the Unama'ki Tribal Police and your rights under the Unama'ki Police Regulations.

Who Sees Your Complaint

- 1 A copy of the complaint will be sent to the Nova Scotia Police Commission and the chief of police.
- 2 The police officer concerned will be informed of the substance of the complaint.

Informal Resolution

- 3 The chief of police or the complaints officer will consider whether your complaint can be resolved informally and if this is possible the chief of police or the complaints officer will attempt to do so but only with your consent and the consent of the police officer concerned.
- 4 No complaint can be resolved informally unless both you and the police officer concerned agree in writing to the resolution.

Investigations and Reports

- 5 If the complaint is not resolved informally, the chief of police or the complaints officer will have the complaint investigated. The investigator will interview you, the police officer concerned and any other witnesses. You will receive a copy of the final investigation report.
- 6 If at any time you are not satisfied with the manner in which your complaint is being handled, you may contact the Office of the Nova Scotia Police Commission, telephone: 424-3246 or 424-6639.

Decision of the Chief of Police

- 7 The chief of police or the complaints officer will review all investigation reports and may
 - (a) decide that no further action is warranted;
 - (b) cause disciplinary proceedings to be taken against the police officer under the Unama'ki Police regulations; or
 - (c) counsel or caution the police officer regarding his conduct.
- 8 You will be informed in writing of the decision made by the chief of police.

Review by the Board

- 9 If you are not satisfied with the decision of the Chief of Police, you may request the Unama'ki Board of Police Commissioners, an independent body, to review the decision.
- 10 The Unama'ki Board of Police Commissioners will consider whether your complaint can be resolved informally, but will attempt to do so only with your consent.
- 11 If the Unama'ki Board of Police Commissioners does not resolve the complaint informally, it will appoint from its membership a panel to hear and review the chief's decision.
- 12 You will be notified of the date and place of the hearing. You have the right to take part in the hearing and to be represented by counsel or an agent. You will be given an opportunity to examine written or documentary evidence or any report that will be given in evidence at the hearing. You will receive a copy of the decision of the Unama'ki Board of Police Commissioners.
- 13 A form to request a review is attached. It must be mailed to the Unama'ki Board of Police Commissioners within 14 days of receiving the decision of the chief of police.

Review by the Police Review Board

- 14 If you are not satisfied with the decision of the Unama'ki Board of Police Commissioners, you may contact the Nova Scotia Police Commission to request that the Police Review Board, an independent body, review the Board's decision.
- 15 A form to request a review is attached. If you wish a review of a decision you should fill out, sign and forward the form to the Registrar of the Police Review Board, P.O. Box 1573, Halifax, Nova Scotia, B3J 2Y3. This form must be mailed within fourteen days of the date you received the report of the decision of the Board.
- 16 Upon receipt of your request, the Chairman of the Nova Scotia Police Commission, who is the Registrar of the Police Review Board, will review the matter, and his staff have broad powers to investigate. Documents must be made available and individuals can be subpoenaed to answer questions.
- 17 After the Registrar's review, the Registrar will arrange a hearing before the Police Review Board.

Police Review Board Hearing

- 18 When a Police Review Board hearing is ordered, you will be notified in writing of the date and place of the hearing. You have a right to attend and take part in the hearing and to be represented by counsel or an agent. You will also be given an opportunity, prior to the hearing, to examine any written or documentary evidence or any report that will be given in evidence at the hearing. The hearing will be open to the public unless the Board otherwise determines. You will receive a copy of the Review Board's decision.

A Complaint Against a Chief of Police

- 19 A complaint against a chief of police will be handled in the same way as a complaint against a member of a municipal police force except that the initial investigation, attempt at resolution and decision will be made by the Unama'ki Board of Police Commissioners and NOT the chief of police.

Form 3
Withdrawal of Complaint

I hereby withdraw a complaint respecting _____
(name of member complained of)
of the Unama'ki Tribal Police, which I made on the _____ day of _____, 19 _____.

Witness

Signature of Complainant

Form 4
Record of Informal Resolution of Complaint

Date of Complaint: _____
File No.: _____
Complainant: _____
Name(s) of Officer(s) Concerned (Include Rank): _____
Resolved by: _____

Summary of Complaint and Investigation:

Manner in which Complaint Resolved:

I have read the record of information resolution as described above.

I agree with the contents and am satisfied with the resolution.

Dated at _____, this _____ day of _____, 19 _____.

Witnessed by:

Witness

Signature of Complainant/Date

Witness

Concerned/Date

Signature of Officer

Report on a Complaint Against a Member

1. File No.: _____
2. Date of Report: _____
3. Name of Complainant: _____
4. Name(s) of Police Officer(s) involved: _____
5. Name of Investigator: _____

Summary of Complaint

6. Date, Time and Location: _____
7. Description of Alleged Misconduct: _____
8. Investigation _____

Date	Location	Type of Investigation and Information Obtained
------	----------	--

9. Description and analysis of documentary and physical evidence obtained:

Type of Evidence	Description	Analysis
------------------	-------------	----------

10. An attempt was made to resolve this complaint informally but was not successful because:

Dated at _____, this _____ day of _____, 19 ____.

Signature of Investigator

Distribution: Complainant
Police Officer(s) involved
Police commission

Form 6

Notice of Review (Board or Review Board) (Complaint)

TAKE NOTICE that pursuant to the Unama'ki Tribal Police regulations made pursuant to the Police Act I hereby initiate a review of a complaint made on the ____ day of _____, 19____ by _____
(name of chief of police or Board)
against _____

(Signature of complainant or police officer concerned)

Form 7

Notice of Allegation
(Public Complaint or Internal Discipline)

Date: _____

To: _____

TAKE NOTICE that you are alleged to have committed a disciplinary default under the the Unama'ki Police regulations by

You are not obliged to say anything about the matter but, if you do wish to give your version, it will be taken down in writing and may be used in any subsequent disciplinary proceedings.

(Signature of Investigator)

I acknowledge service of this form.

Date: _____

(Signature of member)

Form 8
Notice of Meeting on a Matter of Discipline

To: ¹ _____

Pursuant to the Unama'ki Police regulations, you are alleged to have committed a
Disciplinary default, viz: ²

Contrary to ³

Particulars of disciplinary default ⁴

You are required to appear at _____ on _____ at _____
(Date) (Time)
to answer to this matter.

If you are found to have committed this default a major/minor ⁵ penalty will be sought and the
maximum punishment will be _____

Signed _____
Chief of Police, Delegate or Chairman of the Board

I acknowledge receipt of this form:

Signed _____
Accused Member

Date: _____

-
- 1 Insert here the full name, rank, and service number of accused member.
 - 2 Insert appropriate heading from the Discipline Code.
 - 3 Insert appropriate Section from the Discipline Code.
 - 4 Insert date, time, place of alleged disciplinary default, and sufficient particulars to identify the nature of the allegation. If there is more than one charge, each should appear as a separately numbered paragraph, or a new Form.
 - 5 Cross out which ever is not applicable.

Form 9
Notice of Review (Board or Review Board) (Disciplinary Default)

TAKE NOTICE that pursuant to the regulations made pursuant to the Police Act I hereby initiate a review of a decision made on the _____ day of _____, 19____ by _____ (name of chief of police or Board) a true copy of which decision is attached to this notice.

Signature

Form 10
Notice of Review (Suspension)

TAKE NOTICE that pursuant to the Unama'ki Police regulations I hereby initiate a review of a decision made on the _____ day of _____, 19____ by _____
(name of chief officer or board)
_____ refusing to extend my pay and allowances more than sixty days beyond the date on which I was suspended from the _____
(name of police force)

Signature of member to whom decision relates

Form 11
Certificate

I the undersigned DO HEREBY CERTIFY that _____
has taken and successfully completed a training course in the correct use of sensory irritant aerosol weapons and has successfully completed the qualifying examination.

Dated at _____, this _____ day of _____

Form 12
Sensory Irritant Aerosol Incident Report

1. Officer's Name: _____
2. Date: _____ Time at Scene: _____
3. Name of Person Sprayed: _____
4. Time Sprayed: _____
5. What was the prisoner or suspect doing at the time of the incident: _____

6. Did you have time to talk with the aggressor? Yes _____ No _____
7. If YES, how long did you talk? _____ minutes.
8. If you talked, how did he or she react? _____
9. Was the suspect armed? Yes _____ No _____
10. If YES, what was he or she armed with? _____
11. What did the suspect do or say immediately before you fired the sensory irritant aerosol? _____
12. How much of an effect did the sensory irritant aerosol have?
No effect _____ Partial incapacitation _____ Total incapacitation _____
13. If it was effective, how long before it took effect? _____
14. Check whether any of the following symptoms occurred, and if so how long they lasted.

	Yes	No	Lasted for
Closed eyes?	_____	_____	_____
Eyes watered?	_____	_____	_____
Eyeballs red?	_____	_____	_____
Photophobia?	_____	_____	_____
Nose ran?	_____	_____	_____
Coughed?	_____	_____	_____
Sneezed?	_____	_____	_____
Breathing?	_____	_____	_____
Chest pain (burning)?	_____	_____	_____
Skin turned red?	_____	_____	_____
Skin pain?	_____	_____	_____
Nausea?	_____	_____	_____
15. How much time elapsed before you began decontamination? _____

16. Did you reassure the suspect? Yes _____ No _____
17. How did he or she react to your reassurance? _____

18. Was the suspect wearing contact lenses? Yes ____ No ____
19. Did you decontaminate the eyes? Yes ____ No ____
20. Did you decontaminate the skin? Yes ____ No ____
21. Were the suspect's clothes wetted by the sensory irritant solution?
Yes ____ No ____
22. If so, how much time elapsed before he or she changed? _____
23. Was the suspect examined at the hospital? Yes ____ No ____
24. If YES, who was the doctor who conducted the examination? _____
Time: _____
25. Did you give the doctor a copy of the treatment card?
Yes ____ No ____
26. In general, were you pleased with the way the sensory irritant worked?
Yes ____ No ____
27. Do you have any suggestions for improving tactics? _____

Member who used Sensory Irritant Aerosol Weapon

I, _____, do solemnly swear/affirm that I will well and truly serve our Sovereign Lady the Queen, her heirs and successors according to law, and the Unama'ki District of the Mik'maq Nation as a member of the Unama'ki Tribal Police without favour, affection, malice or ill will and that I will, to the best of my power cause the peace to be kept and preserved, and will prevent all offences against person and property; and that I will not, except in the discharge of my duties, disclose to any person any matter of evidence which may come to my notice through my employment; and that while I continue to hold office I will, to the best of my judgment, skill, knowledge, and ability carry out, discharge and perform all the duties of my office faithfully according to law.

SWORN TO/AFFIRMED at Eskasoni
in the County of Cape Breton,
Province of Nova Scotia, this
day of , 1994,
before me.

A Judge of the Provincial Court

SCHEDULE "E"

SURVEYORS DESCRIPTION OF RESERVE LANDS

All those certain parcels or tracts of land which have been declared as an Indian Reserve under the Indian Act and located on Cape Breton Island in the Province of Nova Scotia said lands being shown on plans of survey recorded in the Canada Lands Surveys Records in Ottawa and in the local provincial Registry of Deeds office as follows:

- Caribou Marsh, Indian Reserve No. 29 shown on Plan 50990 CLSR, a copy of which is filed in the Registry of Deeds at Sydney, Nova Scotia, under No. S-183;
- Chapel Island, Indian Reserve No. 5 shown on Plan 50058 CLSR, a copy of which is filed in the Registry of Deeds at Anchat, Nova Scotia, under No. 13; together with adjoining islands;
- Eskasoni, Indian Reserves Nos. 3 and 3A shown on Plan 61260 CLSR, a copy of which is filed in the Registry of Deeds at Sydney, Nova Scotia, under No. M-1265; together with the two islands forming part of the Reserve;
- Malagawatch, Indian Reserve No. 4 shown on Plan No. 53369 CLSR, a copy of which is filed in the Registry of Deeds at Port Hood, Nova Scotia, under No. 120-1967;
- Margaree Indian Reserve No. 25 shown on Plan No. 73309 CLSR, a copy of which is filed in the Registry of Deeds at Port Hood, Nova Scotia, under No. 3476;
- Membertou Indian Reserve No. 28B shown on Plans 58967 and 63481 CLSR, copies of which are filed in the Registry of Deeds at Sydney, Nova Scotia, under Nos. M-1070 and S-357 respectively;
- Sydney Indian Reserve No. 28A shown on Plan No. 57375 CLSR, a copy of which is filed in Registry of Deeds at Sydney, Nova Scotia, under No. M-1303P;
- Wagmatcook Indian Reserve No. 1 shown on Plan 50814 CLSR, a copy of which is filed in the Registry of Deeds at Baddeck, Nova Scotia, under No. 19347;
- Whycocomagh Indian Reserve No. 2, shown on Plans 55218 and 73871 CLSR, copies of which are filed in the Registry of Deeds at Port Hood, Nova Scotia, under Nos. 136 and 3652 respectively, together with Indian Island.

SECTION 3

POLICING AGREEMENT

BETWEEN

CANADA - ONTARIO - QUEBEC

AND

AKWESASNE

FOR

1993-1997

AKWESASNE POLICING AGREEMENT 1993-1997

DATED THIS 7th DAY OF September 1994

BETWEEN:

THE GOVERNMENT OF CANADA
as represented by the Solicitor General of Canada
(hereinafter referred to as "Canada")

OF THE FIRST PART

-and-

THE GOVERNMENT OF ONTARIO
as represented by the Solicitor General of Ontario
and Minister of Correctional Services and
the Minister Responsible for
Native Affairs of Ontario
(hereinafter referred to as "Ontario")

OF THE SECOND PART

-and-

THE GOVERNMENT OF QUEBEC
as represented by the Premier Ministre,
the Ministre de la Sécurité publique and
the Ministre des Ressources naturelles and
Ministre délégué aux Affaires autochtones
(hereinafter referred to as "Quebec")

OF THE THIRD PART

-and-

THE GOVERNMENT OF AKWESASNE
as represented by the Mohawk Council of Akwesasne
(hereinafter referred to as the "Council")

OF THE FOURTH PART

WHEREAS the Akwesasne Policing Agreement entered into on June 28, 1990 between Canada, Quebec, Ontario and the Council expired on September 30, 1993;

WHEREAS the Mohawks of Akwesasne have indicated that they wish the Akwesasne Mohawk Police Service to continue to be responsible for assisting in the administration of justice and maintaining the peace, social order, public security and personal safety at Akwesasne and have indicated that they support the policing arrangements set out in this Agreement;

WHEREAS it is recognized that an exigent situation exists at Akwesasne requiring an increase to the Akwesasne Mohawk Police Service to assist in the administration of justice, the maintenance of the peace, social order, public security and personal safety at Akwesasne;

WHEREAS Canada, Ontario, Quebec and the Council have agreed to work in partnership and to cooperate in the maintenance of effective, efficient, professional and culturally appropriate policing services at Akwesasne, consistent with the aspirations of the Mohawks of Akwesasne and the principles of policing in Canada, Ontario and Quebec;

WHEREAS Canada, Ontario, Quebec and the Council share the objective that the Mohawks of Akwesasne shall have an autonomous and independent policing service and that such service shall be provided by the Akwesasne Mohawk Police Service in keeping with the needs and aspirations of the Mohawks of Akwesasne;

WHEREAS Canada, Ontario and Quebec have agreed that the Council should have over-all responsibility for the policing arrangements at Akwesasne and that this responsibility shall be exercised by the Commission;

AND WHEREAS Canada, Ontario and Quebec **have agreed to continue** to provide funding support for the provision of policing services **at Akwesasne by the Akwesasne Mohawk Police Service;**

NOW THEREFORE, in consideration of the **covenants hereinafter set forth,** the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 In this Agreement, unless the context requires otherwise, the following terms have the following meanings:

- (a) "administrative support" means the services provided by employees of the Council to support the Akwesasne Mohawk Police Service including the maintenance of financial records, pay and benefits services, and personnel and administrative services;

- (b) "Akwesasne" means the Mohawk territory of Akwesasne over which the Council has jurisdiction and which is known as the Akwesasne Indian Reserves Nos. 15 and 59;
- (c) "Akwesasne Mohawk Police Officer" means a member of the Akwesasne Mohawk Police Service who exercises the powers of a police officer and who is appointed by the Commission, by the Commissioner of the Ontario Provincial Police pursuant to section 54 of the Police Services Act of Ontario, R.S.O. 1990, c. P-15 and by Quebec pursuant to sections 80 and 83 of the Police Act of Quebec, R.S.Q., c. P-13;
- (d) "Akwesasne Mohawk Police Service" means the Akwesasne Mohawk Police Officers and civilian staff;
- (e) "Chairperson of the Commission" means the person appointed in accordance with article 9.3 of this Agreement to act as Chairperson of the Commission and includes an acting Chairperson;
- (f) "Chief of Police" means the person selected by the Commission as Chief of the Akwesasne Mohawk Police Service or as Interim Chief of Police and includes an Acting Chief of Police;
- (g) "Commission" means the Akwesasne Mohawk Police Commission which is the body recognized and provided for in article 11 of this Agreement as the police governing authority of the Akwesasne Mohawk Police Service;
- (h) "Council" means the Mohawk Council of Akwesasne;
- (i) "Fiscal Year" means the period beginning on April 1 in any year and ending on March 31 of the following year; and
- (j) "Parties" means Canada, Quebec, Ontario and the Council.

ARTICLE 2: PURPOSE

2.1 The purposes of this Agreement are :

- (a) to maintain the Akwesasne Mohawk Police Service and the Commission;
- (b) to establish the terms, conditions and relationships among the parties for the policing arrangements at Akwesasne;
- (c) to establish the roles, responsibilities and relationships among the Council, the

Chairperson of the Commission, the Commission, the Chief of the Akwesasne Mohawk Police Service and the Akwesasne Mohawk Police Officers; and

- (d) to provide funding for the policing arrangements at Akwesasne made under this Agreement, in accordance with articles 6 to 8 of this Agreement and up to the maximum financial contributions set out in Schedule "A".

ARTICLE 3: SCHEDULES

3.1 The following schedule is hereby incorporated into and constitutes part of this Agreement:

- (a) Schedule "A": Multi-Year Budget;

ARTICLE 4: TERM OF THIS AGREEMENT

- 4.1 Notwithstanding the date on which this Agreement is executed, this Agreement shall be in effect from April 1, 1993 to March 31, 1997, subject to the termination provisions contained in this Agreement.
- 4.2 Upon agreement in writing of the Parties, the provisions of this Agreement shall remain in force pending a renewal, extension or renegotiation,

ARTICLE 5: LEGAL AND CONSTITUTIONAL GUARANTEES

- 5.1 The parties agree that this Agreement addresses policing arrangements at Akwesasne and shall not be construed so as to affect, prejudice or derogate from **aboriginal**, treaty, constitutional or any other rights, privileges or freedoms which have accrued to or may accrue to the Mohawk people of Akwesasne regardless of whether such rights, privileges and freedoms are recognized, established and defined before or after this Agreement. The parties further agree that this Agreement shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the Constitution Act, 1982 and is made without prejudice to the positions taken by any of the parties hereto in any other forum.

ARTICLE 6: RESPONSIBILITIES OF CANADA

- 6.1 Canada shall provide financial contributions in an amount equal to 52% of the total budget costs set out in Schedule "A" for each fiscal year in accordance with the procedures referred to in article 18.2.

- 6.2 Canada may, at the request of the Commission, provide advice to the Commission on administrative issues.

ARTICLE 7: RESPONSIBILITIES OF ONTARIO

- 7.1 Ontario shall provide financial contributions in an amount equal to 24% of the total budget costs set out in Schedule "A" for each fiscal year in accordance with the procedures referred to in article 18.3.
- 7.2 The Commissioner of the Ontario Provincial Police shall appoint the Akwesasne Mohawk Police Officers pursuant to section 54 of the Police Services Act of Ontario.
- 7.3 Ontario may, at the request of the Commission, provide advice to the Commission on administrative issues.

ARTICLE 8: RESPONSIBILITIES OF QUEBEC

- 8.1 Quebec shall provide financial contributions in an amount equal to 24% of the total budget costs set out in Schedule "A" for each fiscal year in accordance with the procedures referred to in article 18.4.
- 8.2 Quebec shall appoint the Akwesasne Mohawk Police Officers pursuant to sections 80 and 83 of the Police Act of Quebec, R.S.Q., c. P-13.
- 8.3 Quebec may, at the request of the Commission, provide advice to the Commission on administrative issues.

ARTICLE 9: RESPONSIBILITIES OF THE COUNCIL

- 9.1 The Council shall exercise overall responsibility for the policing arrangements at Akwesasne in accordance with the terms and conditions of this Agreement.
- 9.2 The responsibilities of the Council for the policing arrangements at Akwesasne shall be exercised by the Commission.
- 9.3 The Council shall appoint a member of the Council to the Commission who will serve as Chairperson of the Commission.

ARTICLE 10: RESPONSIBILITIES OF THE CHAIRPERSON OF THE COMMISSION

- 10.1 The Chairperson of the Commission has overall responsibility for the work of the Commission, including the responsibility to:
- (a) ensure that the Commission monitors the efficiency and effectiveness of the delivery of policing services by the Akwesasne Mohawk Police Service;
 - (b) consult with and advise the Council and the Commission on policing and related matters;
 - (c) report to the Council on policing and related matters;
 - (d) act as liaison between Canada, Ontario and Quebec on matters related to this Agreement; and
 - (e) be an ex-officio member of any Board that may be established by the Commission.
- 10.2 In the absence of the Chairperson, the Commission shall designate one of its members as acting Chairperson.

ARTICLE 11: AKWESASNE MOHAWK POLICE COMMISSION

- 11.1 The Akwesasne Mohawk Police Commission ("the Commission") is hereby continued as the police governing authority for the Akwesasne Mohawk Police Service.
- 11.2 The Commission shall consist of a maximum of eight (8) members with representation as follows:
- (a) the Chairperson of the Commission who shall serve as a non-voting member; and
 - (b) seven (7) community members, who shall not be elected members of the Council and who shall have representation as follows:
 - (i) two (2) members from the district of Chenail,
 - (ii) two (2) members from the Village of St.Regis,
 - (iii) two (2) members from Cornwall Island, and

- (iv) one (1) member from the portion of Akwesasne that is in the United States.

11.3 Quebec and Ontario may each appoint a person, in consultation with Canada and Akwesasne, to act as an advisor to the Commission. The advisor can attend meetings of the Commission except where such attendance could prejudice the position taken by the Commission with respect to the administration of this Agreement or the negotiation of a new agreement as provided for in article 23.2.

11.4 The members of the Commission:

- (a) shall be selected through a process approved by Council taking into account their good character, credibility and reputation in the Akwesasne community;
- (b) shall have an adequate educational background and possess an interest in policing matters; and
- (c) shall not have a criminal record relating to an indictable offence in Canada or a felony in the United States.

11.5 The members of the Commission shall be appointed by Council for a term of three (3) years and shall be eligible for reappointment.

11.6 (a) The members of the Commission shall be subject to dismissal from the Commission if they:

- (i) are convicted of an indictable offence in Canada or a felony in the United States during the term of their appointment;
- (ii) breach the oath of confidentiality;
- (iii) fail to attend three (3) consecutive Commission meetings without a valid reason.

- (b) If the position of a member becomes vacant, a new member shall be appointed to the vacated position within sixty (60) days.

11.7 (a) The Commission shall hold at least one meeting every two (2) months.

- (b) Minutes of all meetings of the Commission shall be recorded and maintained by the Commission.
- (c) Meetings and hearings conducted by the Commission shall be open to the public unless otherwise directed by the Commission.

- (d) Four (4) voting members of the Commission constitute a quorum.
- (e) The decisions of the Commission shall be rendered by a simple majority vote of the members in attendance.

11.8 The Commission shall be comprised of the following Boards:

- (a) a Discipline Board composed of three (3) voting members of the Commission; and
- (b) a Selection Board composed of three (3) voting members of the Commission.

11.9 The Commission shall:

- (a) set objectives, priorities and goals for the Akwesasne Mohawk Police Service;
- (b) assist in the identification and implementation of community oriented policing initiatives;
- (c) bring concerns regarding the policing of Akwesasne to the attention of the Chief of Police and the Council;
- (d) establish policies for the effective management and administration of the Akwesasne Mohawk Police Service including performance standards for the Chief of Police;
- (e) recruit and select the Chief of Police to administer and supervise the Akwesasne Mohawk Police Service;
- (f) monitor and evaluate the performance of the Chief of Police with regard to the discharge of his or her responsibilities;
- (g) subject to the provisions of article 11.10, give directions to the Chief of Police but not to other members of the Akwesasne Mohawk Police Service;
- (h) ensure that the Akwesasne Mohawk Police Officers are appointed by the Commissioner of the O.P.P. pursuant to section 54 of the Police Services Act of Ontario and by Quebec pursuant to sections 80 and 83 of the Police Act of Quebec;
- (i) ensure that the Akwesasne Mohawk Police Officers maintain the peace, prevent crime and enforce all applicable laws in force at Akwesasne that they have the duty to enforce;

- (j) determine the salaries and benefits, including pension benefits, of the Akwesasne Mohawk Police Officers and civilian staff of the Akwesasne Mohawk Police Service;
- (k) ensure, through its Discipline Board, that members of the Akwesasne Mohawk Police Service have mechanisms for the impartial and independent review of grievances and redress on matters related to discipline and dismissal;
- (l) ensure that hearings conducted pursuant paragraph (k) are consistent with generally recognized principles of natural justice, procedural fairness and public accountability;
- (m) monitor the use of the multi-year budget set out in Schedule "A" for the Akwesasne Mohawk Police Service and provide ongoing financial and administrative oversight;
- (n) report annually to the Council on the operations and administration of the Akwesasne Mohawk Police Service;
- (o) ensure that the Akwesasne Mohawk Police Service maintains a complete and up-to-date occurrence reporting system and provides such reports as may be required;
- (p) hire and appoint the Akwesasne Mohawk Police Officers and civilian staff of the Akwesasne Mohawk Police Service; and
- (q) develop and conduct programs of public information and education relating to the Commission's roles and responsibilities and the roles and responsibilities of the police ethics commissioner of Quebec.

11.10 The Commission shall not direct the Chief of Police with respect to specific operational decisions or with respect to the day-to-day operation of the Akwesasne Mohawk Police Service.

ARTICLE 12: AKWESASNE MOHAWK POLICE SERVICE

12.1 The Akwesasne Mohawk Police Service is hereby continued as the principal police service responsible for assisting in the administration of justice and maintaining the peace, social order, public security and personal safety at Akwesasne.

ARTICLE 13: RESPONSIBILITIES OF THE CHIEF OF POLICE

- 13.1 The Chief of Police has overall responsibility to administer and supervise the Akwesasne Mohawk Police Service, including the responsibility to:
- (a) manage the Akwesasne Mohawk Police Service and oversee its operation in accordance with the objectives, priorities and policies established by the Commission;
 - (b) ensure that the members of the Akwesasne Mohawk Police Service carry out their duties in a manner that reflects the needs of the Mohawks of Akwesasne;
 - (c) recruit suitable candidates for the Akwesasne Mohawk Police Service and recommending their appointment;
 - (d) ensure that discipline is maintained in accordance with the Akwesasne Mohawk Police Service Discipline Code;
 - (e) conduct major investigations as he or she considers necessary;
 - (f) report to the Commission with respect to the operations and administration of the Akwesasne Mohawk Police Service and with respect to public complaints and discipline matters; and
 - (g) act as liaison with other law enforcement agencies.
- 13.2 Subject to the provisions of article 11.10, the Chief of Police reports to the Commission and shall obey its lawful directions.

ARTICLE 14: DUTIES AND APPOINTMENT OF THE AKWESASNE MOHAWK POLICE OFFICERS

- 14.1 The duties of the Akwesasne Mohawk Police Officers of the Akwesasne Mohawk Police Service include:
- (a) preserving the peace, order and public safety;
 - (b) preventing crimes and other offences and providing assistance and encouragement to other persons in their prevention;
 - (c) enforcing all applicable laws in force at Akwesasne that they have the duty to enforce;

- (d) performing the lawful duties that the Chief of Police assigns;
- (e) completing the required training;
- (f) assisting victims of crime;
- (g) apprehending criminals and other offenders and others who may lawfully be taken into custody;
- (h) laying charges in accordance with the pre-charge screening procedure in force in Quebec and in accordance with the procedure in force in Ontario and participating in prosecutions; and
- (i) executing warrants that are to be executed by police officers and performing related duties.

14.2 The Akwesasne Mohawk Police Officers shall be appointed by the Commission.

14.3 The Akwesasne Mohawk Police Officers shall be appointed pursuant to section 54 of the Police Services Act of Ontario, R.S.O. 1990, c. P-15 and shall exercise their authority in accordance with their appointment.

14.4 The Akwesasne Mohawk Police Officers shall be selected and appointed pursuant to sections 80 and 83 of the Police Act of Quebec, R.S.Q., c. P-13 in accordance with the following procedure:

- (a) the Commission shall draw up a list of candidates selected in accordance with its hiring policy;
- (b) the list referred to in paragraph (a) shall be submitted to Quebec in the form of a resolution asking Quebec to do character investigations of the candidates;
- (c) the character investigations shall be carried out by the Sûreté du Québec and the results forwarded to the Commission;
- (d) the Akwesasne Mohawk Police Officers shall be appointed and sworn in as set out in sections 80 and 83 of the Police Act of Quebec, subject to the following conditions:
 - (i) the Commission shall draft a resolution requesting that the Ministère de la Sécurité publique recommend the appointment and swearing in of the individuals listed in the resolution for a period to be determined;
 - (ii) the Akwesasne Mohawk Police Officers appointed in this manner shall

exercise their authority on the territory of Akwesasne; however, they shall maintain their status of peace officers throughout the territory of Quebec in the following instances:

- (I) for the transportation of an inmate accused of an offence committed on the territory of Akwesasne,
- (II) for execution of a valid warrant of arrest duly signed by a Justice of the Peace,
- (III) while actively pursuing offenders, if the pursuit was begun in the territory of Akwesasne,
- (IV) during an investigation conducted outside the territory of Akwesasne in the Province of Québec, in relation to an offence committed on the territory of Akwesasne, provided that:
 - 1. the police force of local jurisdiction in question is advised of, and agrees to, any action undertaken by the Akwesasne Mohawk Police Service,
 - 2. the Commission adopts a duly established procedure and the Akwesasne Mohawk Police Officers are aware of it and respect it,
 - 3. if problems arise, the procedure provides for a request for assistance from the police force of the local jurisdiction in question, and
 - 4. the investigation be duly recorded in a special register.

14.5 The Akwesasne Mohawk Police Officers shall exercise their duties as employees of the Council under the direction of the Chief of Police.

14.6 The uniforms, warrant cards, badges, firearms, identity papers and other issued equipment in the possession of the Akwesasne Mohawk Police Officers shall be surrendered to the Chief of Police if the Akwesasne Mohawk Police Officer terminates his or her employment or if his or her employment is terminated by the Commission.

ARTICLE 15: MUTUAL ASSISTANCE AND OPERATIONAL COOPERATION

- 15.1 Recognizing that effective policing at Akwesasne requires enhanced mutual assistance and operational cooperation among law enforcement agencies, the parties agree that the Royal Canadian Mounted Police (R.C.M.P.), the Ontario Provincial Police (O.P.P.), the Sûreté du Québec (S.Q.) and the Akwesasne Mohawk Police Service should enter into formal understandings regarding mutual assistance and operational cooperation on law enforcement issues within their respective responsibilities and shall make best efforts to conclude such understandings within one hundred and twenty (120) days of the signing of this Agreement.

ARTICLE 16: TRAINING

- 16.1 The Akwesasne Mohawk Police Officers shall receive the Ontario stage of their recruit training through courses provided by the Ontario Police College and the Provincial Police Academy.
- 16.2 The Akwesasne Mohawk Police Officers shall receive the Quebec stage of their recruit training through courses provided by the Institut de Police du Québec.
- 16.3 The Akwesasne Mohawk Police Officers shall receive mandatory police training through courses provided by the Ontario Police College, the Provincial Police Academy, the Institut de Police du Québec or the Canadian Police College.
- 16.4 The Akwesasne Mohawk Police Officers shall receive other in-service training and developmental training at accredited police training institutes or at other training or educational institutions accredited by the Provinces or Canada.

ARTICLE 17: SUPPLIES AND EQUIPMENT

- 17.1 The supplies and equipment required for policing operations of the Akwesasne Mohawk Police Service shall be purchased by the Council from the allocated funds shown in Schedule "A".
- 17.2 The supplies and equipment purchased for the policing operations of the Akwesasne Mohawk Police Service belong to the Council provided that such supplies and equipment are used exclusively by the Akwesasne Mohawk Police Service for the provision of policing services at Akwesasne.
- 17.3 In the event there is a requirement to dispose of communications equipment or firearms used by the Akwesasne Mohawk Police Service, the parties will constitute a Committee to agree on the appropriate method of disposal.

ARTICLE 18: FINANCIAL ARRANGEMENTS

- 18.1 The maximum financial contributions of Canada, Ontario and Quebec for the Akwesasne Mohawk Police Service, the Commission and the administrative support for each fiscal year are set out in the multi-year budget shown in Schedule "A".
- 18.2 The financial contributions of Canada shall be paid to the Council in accordance with the following procedures:
- (a) during the first week of April of each fiscal year, 50% of Canada's financial contribution which represents the amount owing for the first and second quarters of that fiscal year;
 - (b) during the first week of July of each fiscal year, 25% of Canada's financial contribution which represents the amount owing for the third quarter of that fiscal year; and
 - (c) during the first week of October of each fiscal year, 25% of Canada's financial contribution which represents the amount owing for the fourth quarter of that fiscal year.
- 18.3 The financial contributions of Ontario shall be paid to the Council in accordance with the following procedures:
- (a) during the first week of April of each fiscal year, 50% of Ontario's financial contribution which represents the amount owing for the first and second quarters of that fiscal year;
 - (b) during the first week of July of each fiscal year, 25% of Ontario's financial contribution which represents the amount owing for the third quarter of that fiscal year; and
 - (c) during the first week of October of each fiscal year, 25% of Ontario's financial contribution which represents the amount owing for the fourth quarter of that fiscal year.
- 18.4 The financial contributions of Quebec shall be paid to the Council in accordance with the following procedures:
- (a) during the third week of May of each fiscal year, 50% of Quebec's financial contribution which represents the amount owing for the first and second quarters of that fiscal year;
 - (b) during the first week of July of each fiscal year, 25% of Quebec's financial

contribution which represents the amount owing for the third quarter of that fiscal year; and

- (c) during the first week of October of each fiscal year, 25% of Quebec's financial contribution which represents the amount owing for the fourth quarter of that fiscal year.

- 18.5 The Council may use unexpended balances in each fiscal year at its discretion solely for the Akwesasne Mohawk Police Service, the Commission and the administrative support during the term of this Agreement. Deficits arising from the provision of policing services during the term of the Agreement shall be the responsibility of the Council. At the expiry or termination of this Agreement, the Council shall refund any unexpended balances to Canada, Québec and Ontario.
- 18.6 The Council may, in its discretion, reallocate the funds set out in Schedule "A" across line items within each budget category, but shall not reallocate funds between the direct expenditures and indirect expenditures categories.
- 18.7 The Council shall:
 - (a) use the financial contributions paid under this Agreement solely in support of costs associated with the provision of policing services at Akwesasne by the Akwesasne Mohawk Police Service, the Commission and the administrative support;
 - (b) maintain financial records with respect to the costs of the Akwesasne Mohawk Police Service, the Commission and the administrative support in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook including proper records of all expenditures or commitments made by the Council in connection with the provision of policing services at Akwesasne and the invoices, receipts and vouchers relating thereto;
 - (c) retain all materials and records associated with this Agreement for a period of seven (7) years following the termination or the expiry of this Agreement;
 - (d) by September 30 of each fiscal year, submit to Canada, Québec and Ontario, in a form acceptable to Canada, Québec and Ontario, an audited financial statement from a chartered accountant on the financial operations of the Akwesasne Mohawk Police Service, the Commission and the administrative support for the previous fiscal year; this statement will account for funds provided by Canada, Québec and Ontario under this Agreement for the previous fiscal year's operations and will comprise a balance sheet and a statement of revenues and expenditures; and

- (e) ensure that Canada, Québec and Ontario and their respective representatives have access, during the term of this Agreement and within two (2) years of its expiry or termination, to all financial materials and other records pertaining to this Agreement upon twenty-four (24) hours notice and during business hours.
- 18.8 Canada, Ontario and Québec may each appoint an independent auditor, at their expense, to review the financial records maintained by the Council with respect to the costs of the Akwesasne Mohawk Police Service, the Commission and the administrative support to ensure that funds are being managed in accordance with the provisions of this Agreement and that generally accounting principles and practices have been consistently applied in the maintenance of financial records.
- 18.9 The amounts set out in Schedule "A" shall not cover additional costs caused by an unforeseeable and exceptional event constituting a force majeure. The parties agree to discuss any force majeure having an impact on policing costs.

ARTICLE 19: INDEMNIFICATION

- 19.1 The Council shall be responsible, at its own expense and without limiting its obligations therein, to insure the operations of the Akwesasne Mohawk Police Service and the Commission and their respective members, employees, officers or agents under a contract of comprehensive or commercial general liability in an amount of not less than two million dollars (\$2,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability.
- 19.2 The Council shall provide to Canada, Québec and Ontario proof of all required insurance in a form acceptable to Canada, Québec and Ontario within sixty days of the signing of this agreement.
- 19.3 The Council shall indemnify and save harmless Canada, Québec and Ontario and their respective employees ~~and agents from and~~ against all losses, claims, damages, actions, causes of action, costs ~~and expenses~~ that may arise directly or indirectly out of any act or omission of the Akwesasne Mohawk Police Service, the Commission or their respective members, employees, officers or agents, in the performance of this Agreement. Such indemnity shall survive the Agreement.
- 19.4 Neither Canada, Québec nor Ontario shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Council, the Commission, the Akwesasne Mohawk Police Service and their respective members, employees, officers or agents in the performance of this Agreement unless it is caused by the negligent act or omission of an employee or agent of Canada, Québec or Ontario in the performance or his or her duties.

ARTICLE 20: **DISPUTE RESOLUTION AND TERMINATION OF AGREEMENT**

- 20.1 In the event of a breach, disagreement or other situation regarding the application of one or all the clauses of this Agreement, any of the parties may give to the other parties written notice of the dispute. On receipt of the notice, the parties agree that they will form a Committee to resolve the dispute. This Committee shall be made up of one representative of each party.
- 20.2 If this Committee is unable to resolve the dispute within sixty (60) days of the date on which written notice of the dispute is duly given to the parties, any of the parties to this Agreement may terminate this Agreement by giving the other parties written notice of its intention, effective sixty (60) days from the date of the notice of termination.

ARTICLE 21: **AMENDMENT**

- 21.1 This Agreement may be amended by written agreement between the parties which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

ARTICLE 22: **NOTICES**

- 22.1 Any notice that is required or permitted under this Agreement to be given by one party to the other parties shall be given in writing and shall be communicated by registered mail as follows:
- (a) to Canada, addressed to the Solicitor General of Canada, at Ottawa, Ontario;
 - (b) to Ontario, addressed to The Solicitor General of Ontario, at Toronto, Ontario;
 - (c) to Quebec, addressed to the Ministre de la Sécurité publique, at Québec, Québec; and
 - (d) to the Council, addressed to The Mohawk Council of Akwesasne, at Akwesasne.

ARTICLE 23: GENERAL PROVISIONS

- 23.1 All references in this Agreement to "Canada", "Québec" and "Ontario" shall be interpreted so as to include, where appropriate, their duly authorized representative(s).
- 23.2 The parties agree to begin negotiations on a new policing agreement six (6) months before the expiration of the present agreement.
- 23.3 The parties agree that section 40 of the Financial Administration Act (R.S.C. 1985, c. F-11) and sections 47 and 48 of the Financial Administration Act (R.S.Q., 1993, chap. A-6, as amended) apply to this Agreement. The parties further agree that Ontario's contributions toward the costs incurred in the execution of this Agreement are subject always to the necessary grant of authority and appropriation of resources by the Legislature.
- 23.4 It is understood that the financial contributions set out in Schedule "A" to be provided to the Council by Canada, Ontario and Québec under this Agreement for the fiscal year 1993-1994 will be reduced by the amounts already provided to the Council by Canada, Ontario and Québec for that fiscal year for the Akwesasne Mohawk Police Service under other agreements.
- 23.5 The parties agree that the relevant provisions of the Police Services Act, 1990 of Ontario apply to all Akwesasne Mohawk Police Officers covered by this Agreement.
- 23.6 The parties agree that the relevant provisions of the Police Act of Québec and of the Act respecting Police Organization (R.S.Q., chap. O-8.1) apply to all Akwesasne Mohawk Police Officers covered by this Agreement.
- 23.7 Ontario and the Council agree to have further discussions to arrive at mutually acceptable arrangements regarding the handling of public complaints at Akwesasne.
- 23.8 Nothing in this Agreement shall be construed so as to preclude the Sûreté du Québec from discharging all duties under the Police Act of Quebec or under applicable statutory or civil law.
- 23.9 Nothing in this Agreement shall be construed so as to preclude the Ontario Provincial Police (O.P.P.) from discharging all duties under the Police Services Act of Ontario or under applicable statutory or common law.
- 23.10 Nothing in this Agreement shall be construed so as to preclude the Royal Canadian Mounted Police (R.C.M.P.) from discharging all duties under the Royal Canadian Mounted Police Act or under applicable statutory or common law.

- 23.11 Nothing in this Agreement is to be read or construed as conferring upon the Council, the Commission, the Akwesasne Mohawk Police Service and their respective officers, employees, agents or contractors the status of officer, employee, servant or agent of, or partner or joint venturer with, Canada, Québec or Ontario.

- 23.12 No holder or former holder of a public office in the Government of Canada will obtain any direct or indirect benefit from this Agreement or, if he or she does, he or she will satisfy the requirements of the Conflict of Interest Code governing employees who are in or who have left the public service.

- 23.13 Pursuant to Section 38 of the Parliament of Canada Act, it is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

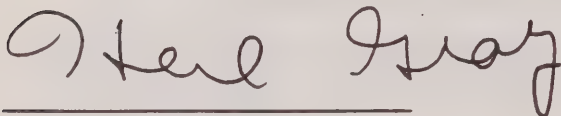
- 23.14 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

- 23.15 A waiver of any breach of this Agreement or of any of the terms or conditions by any party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any party to complain about a default of the terms of this Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.


IN WITNESS WHEREOF the undersigned, duly authorized to that effect, have signed this Agreement.

Done in quadruplicate, at Oshawa this 7th day of September, 1994.

This agreement has been drafted in both the English and French languages, each version being equally authentic.



ON BEHALF OF CANADA,
THE SOLICITOR GENERAL
OF CANADA

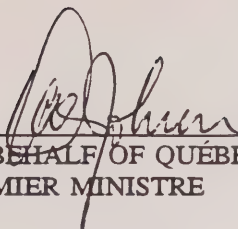


ON BEHALF OF ONTARIO,
THE SOLICITOR GENERAL AND
MINISTER OF CORRECTIONAL
SERVICES

AND BY



THE MINISTER RESPONSIBLE
FOR NATIVE AFFAIRS



 ON BEHALF OF QUÉBEC, THE
 PREMIER MINISTRE

AND BY


 LE MINISTRE DE LA SÉCURITÉ
 PUBLIQUE

AND BY


 LE MINISTRE DES RESSOURCES
 NATURELLES ET MINISTRE DÉLÉGUÉ
 AUX AFFAIRES AUTOCHTONES


 ON BEHALF OF THE MOHAWK
 COUNCIL OF AKWESASNE,
 THE GRAND CHIEF

Schedule A
Akwesasne Policing Agreement 1993 - 1997
Multi-Year Budget, 1993/94 to 1996/97

	1993/94	1994/95	1995/96	1996/97
I. Operating Budget	\$1,500,837	\$1,861,295	\$1,963,865	\$2,003,142
II. Training Budget	\$37,600	\$47,400	\$44,000	\$44,880
Total Direct Expenditures	\$1,538,437	\$1,908,695	\$2,007,865	\$2,048,022
III. Indirect Expenditures	\$120,163	\$142,983	\$153,483	\$156,553
Total Indirect Expenditures	\$120,163	\$142,983	\$153,483	\$156,553
Total Budget	\$1,658,600	\$2,051,678	\$2,161,348	\$2,204,575
Canada's Financial Contribution	\$862,472	\$1,066,872	\$1,123,900	\$1,146,379
Ontario's Financial Contribution	\$398,064	\$492,403	\$518,724	\$529,098
Quebec's Financial Contribution	\$398,064	\$492,403	\$518,724	\$529,098

ENTENTE SUR LES SERVICES DE POLICE

ENTRE

LE CANADA - L'ONTARIO - LE QUÉBEC

ET

AKWESASNE

POUR

1993-1997

ENTENTE SUR LES SERVICES DE POLICE D'AKWESASNE 1993-1997

ENTENTE INTERVENUE LE 7^e JOUR DE septembre 1994

ENTRE :

LE GOUVERNEMENT DU CANADA,
représenté par le Solliciteur général du Canada
(ci-après appelé «Canada»),

PARTIE DE PREMIÈRE PART,

et

LE GOUVERNEMENT DE L'ONTARIO,
représenté par le Solliciteur général de l'Ontario
et ministre des Services correctionnels
et le ministre délégué aux Affaires autochtones de l'Ontario
(ci-après appelé «Ontario»),

PARTIE DE DEUXIÈME PART,

et

LE GOUVERNEMENT DU QUÉBEC,
représenté par le Premier ministre,
le ministre de la Sécurité publique
et le ministre des ressources naturelles et ministre
délégué aux Affaires autochtones
(ci-après appelé «Québec»),

PARTIE DE TROISIÈME PART,

et

LE GOUVERNEMENT D'AKWESASNE,
représenté par le Conseil mohawk d'Akwesasne
(ci-après appelé le «Conseil»),

PARTIE DE QUATRIÈME PART.

ATTENDU que l'entente relative aux services de police d'Akwesasne conclue le 28 juin 1990 entre le Canada, le Québec, l'Ontario et le Conseil a pris fin le 30 septembre 1993;

ATTENDU que les Mohawks d'Akwesasne ont indiqué qu'ils souhaitent que le Service de police mohawk d'Akwesasne participe à l'administration de la justice et assure le maintien de la paix, de l'ordre social et de la sécurité publique et de la sécurité des personnes à Akwesasne, et qu'ils appuient les modalités relatives aux services de police prévues dans la présente entente;

ATTENDU qu'il est reconnu qu'une situation pressante existe à Akwesasne et exige que le Service de police mohawk d'Akwesasne soit renforcé pour être en mesure d'aider à l'administration de la justice et au maintien de la paix, de l'ordre social et de la sécurité publique et de la sécurité des personnes à Akwesasne;

ATTENDU que le Canada, l'Ontario, le Québec et le Conseil ont convenu de travailler ensemble et de collaborer au maintien de services de police qui soient efficaces et professionnels, qui tiennent compte des caractéristiques culturelles des Mohawks d'Akwesasne et qui soient conformes aux aspirations de ces derniers et aux principes concernant le maintien de l'ordre au Canada, en Ontario et au Québec;

ATTENDU que le Canada, l'Ontario, le Québec et le Conseil partagent l'objectif que les Mohawks d'Akwesasne disposent de services de police autonomes et indépendants et que ceux-ci soient assurés par le Service de police mohawk d'Akwesasne en conformité avec les besoins et les aspirations des Mohawks d'Akwesasne;

ATTENDU que le Canada, l'Ontario et le Québec ont reconnu que le Conseil devrait avoir la responsabilité générale en ce qui concerne les services de police à Akwesasne et que cette responsabilité devrait être exercée par la Commission;

ATTENDU que le Canada, l'Ontario et le Québec ont convenu de continuer à fournir une aide financière pour la prestation des services de police à Akwesasne par le Service de police mohawk d'Akwesasne.

EN FOI DE QUOI, les parties conviennent de ce qui suit :

ARTICLE 1: DÉFINITIONS

1.1 Les définitions qui suivent s'appliquent à la présente entente, sauf indication contraire du contexte.

- a) «soutien administratif» Les services fournis par les employés du Conseil pour aider le Service de police mohawk d'Akwesasne, notamment la tenue d'états

financiers, les services du personnel, de paye et d'avantages sociaux, ainsi que les services administratifs.

- b) «Akwasasne» Le territoire mohawk d'Akwasasne sur lequel le Conseil a juridiction, qui est connu comme étant les réserves indiennes 15 et 59 d'Akwasasne.
- c) «policier mohawk d'Akwasasne» Un membre du Service de police mohawk d'Akwasasne qui exerce les pouvoirs d'un agent de police et qui est nommé par la Commission, par le commissaire de la Police provinciale de l'Ontario en vertu de l'article 54 de la Loi sur les services policiers de l'Ontario, L.R.O. 1990, ch. P-15, et par le Québec en vertu des articles 80 et 83 de la Loi de police du Québec, L.R.Q., ch. P-13.
- d) «Service de police mohawk d'Akwasasne» Les policiers et le personnel civil du Service de police mohawk d'Akwasasne.
- e) «président de la Commission» La personne nommée conformément à la clause 9.3 de la présente entente pour agir à titre de président de la Commission, y compris un président intérimaire.
- f) «chef de police» La personne désignée par la Commission pour agir comme chef du Service de police mohawk d'Akwasasne et tout chef de police intérimaire ou provisoire.
- g) «Commission» La Commission de police mohawk d'Akwasasne, qui est l'organisme visé à l'article 11 de la présente entente et qui est reconnu comme étant l'organe responsable du Service de police mohawk d'Akwasasne.
- h) «Conseil» Le Conseil mohawk d'Akwasasne.
- i) «exercice» La période allant du 1^{er} avril d'une année donnée au 31 mars de l'année suivante.
- j) «parties» Le Canada, le Québec, l'Ontario et le Conseil.

ARTICLE 2: OBIET

2.1 La présente entente a pour objet :

- a) de soutenir le Service de police mohawk d'Akwasasne et la Commission;

- b) de fixer les modalités et d'établir les rapports entre les parties relativement aux services de police à Akwesasne;
- c) de préciser le rôle et les responsabilités du Conseil, du président de la Commission, de la Commission, du chef du Service de police mohawk d'Akwesasne et des policiers mohawks d'Akwesasne, ainsi que les rapports entre eux;
- d) de financer les services de police à Akwesasne suivant les modalités prévues par la présente entente, conformément aux articles 6 à 8 de la présente entente et jusqu'à concurrence des montants des contributions financières maximales figurant à l'annexe A.

ARTICLE 3: ANNEXES

3.1 L'annexe suivante fait partie intégrante de la présente entente :

- a) annexe A : budget pluriannuel.

ARTICLE 4: DURÉE DE L'ENTENTE

- 4.1 Nonobstant la date de sa signature, la présente entente prend effet le 1^{er} avril 1993 et se termine le 31 mars 1997, sous réserve des dispositions relatives à la résiliation qu'elle contient.
- 4.2 Sur consentement écrit des parties, les dispositions ~~de la présente~~ entente restent en vigueur tant que l'entente n'a pas été renouvelée, prolongée ou renégociée.

ARTICLE 5: GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

- 5.1 Les parties reconnaissent que la présente entente porte sur les services de police à Akwesasne et qu'elle ne doit pas être interprétée comme portant atteinte ou dérogeant aux droits ancestraux, issus de traités ou constitutionnels ni à d'autres droits, privilèges ou libertés qui reviennent ou qui pourraient revenir au peuple mohawk d'Akwesasne, ou comme les modifiant, que ces droits, privilèges et libertés aient été reconnus, établis ou définis avant la date de la présente entente ou qu'ils le soient après celle-ci. Les parties conviennent également que la présente entente ne doit pas être interprétée comme un accord ou un traité au sens de l'article 35 de la Loi constitutionnelle de 1982 et qu'elle n'a aucun effet sur les positions que les parties aux présentes pourraient adopter par ailleurs.

ARTICLE 6: RESPONSABILITÉS DU CANADA

- 6.1 Le Canada verse une contribution financière équivalant à 52 % du total des coûts établis à l'annexe A pour chaque exercice, en conformité avec la procédure prévue à la clause 18.2.
- 6.2 Le Canada peut, à la demande de la Commission, conseiller cette dernière sur des questions de nature administrative.

ARTICLE 7: RESPONSABILITÉS DE L'ONTARIO

- 7.1 L'Ontario verse une contribution financière équivalant à 24 % du total des coûts établis à l'annexe A pour chaque exercice, en conformité avec la procédure prévue à la clause 18.3.
- 7.2 Le commissaire de la Police provinciale de l'Ontario nomme les policiers mohawks d'Akwesasne conformément à l'article 54 de la Loi sur les services policiers de l'Ontario.
- 7.3 L'Ontario peut, à la demande de la Commission, conseiller cette dernière sur des questions de nature administrative.

ARTICLE 8: RESPONSABILITÉS DU QUÉBEC

- 8.1 Le Québec verse une contribution financière équivalant à 24 % du total des coûts établis à l'annexe A pour chaque exercice, en conformité avec la procédure prévue à la clause 18.4.
- 8.2 Le Québec nomme les policiers mohawks d'Akwesasne conformément aux articles 80 et 83 de la Loi de police du Québec.
- 8.3 Le Québec peut, à la demande de la Commission, conseiller cette dernière sur des questions de nature administrative.

ARTICLE 9: RESPONSABILITÉS DU CONSEIL

- 9.1 Le Conseil exerce une responsabilité générale en ce qui concerne les services de police à Akwesasne en conformité avec les dispositions de la présente entente.
- 9.2 La Commission exerce les responsabilités conférées au Conseil en ce qui concerne les services de police à Akwesasne.

- 9.3 Le Conseil nomme l'un de ses membres pour faire partie de la Commission et en devenir président.

ARTICLE 10: RESPONSABILITÉS DU PRÉSIDENT DE LA COMMISSION

- 10.1 Le président de la Commission a la responsabilité générale des travaux de la Commission, notamment :
- a) il veille à ce que la Commission s'assure de l'efficacité de la prestation des services de police par le Service de police mohawk d'Akwesasne;
 - b) il conseille le Conseil et la Commission sur le maintien de l'ordre et sur des questions connexes, et les consulte à cet égard;
 - c) il fait rapport au Conseil sur le maintien de l'ordre et sur des questions connexes;
 - d) il agit comme intermédiaire entre le Canada, l'Ontario et le Québec relativement à des questions visées par la présente entente;
 - e) il est membre d'office de tout comité qui peut être établi par la Commission.
- 10.2 En l'absence du président, la Commission désigne l'un de ses membres pour agir comme président intérimaire.

ARTICLE 11: COMMISSION DE POLICE MOHAWK D'AKWESASNE

- 11.1 La Commission de police mohawk d'Akwesasne (ci-après appelée «la Commission») continue d'agir comme l'organe responsable du Service de police mohawk d'Akwesasne.
- 11.2 La Commission se compose d'au plus huit membres qui sont :
- a) le président de la Commission, qui n'a pas droit de vote;
 - b) sept membres venant de la communauté qui ne sont pas des membres élus du Conseil et qui sont :
 - (i) deux membres du district de Chenail,
 - (ii) deux membres du village de Saint-Régis,

(iii) deux membres de l'île Cornwall,

(iv) un membre de la partie d'Akwesasne située aux États-Unis.

11.3 Le Québec et l'Ontario, en consultation avec le Canada et Akwesasne, peuvent nommer chacun une personne qui agira à titre de conseiller de la Commission. Le conseiller peut assister aux réunions de la Commission, sauf dans les cas où sa présence pourrait porter préjudice à la position adoptée par la Commission relativement à l'application de la présente entente ou à la négociation d'une nouvelle entente conformément à la clause 23.2.

11.4 Les membres de la Commission :

- a) sont choisis suivant un processus approuvé par le Conseil dans le cadre duquel il est tenu compte de l'enquête de caractère faite à leur sujet, de leur bonne réputation et de leur crédibilité au sein de la communauté d'Akwesasne;
- b) doivent posséder le niveau de scolarité requis et s'intéresser aux questions policières;
- c) ne doivent pas avoir de casier judiciaire faisant état d'un acte criminel perpétré au Canada ou d'un délit majeur commis aux États-Unis.

11.5 Les membres de la Commission sont nommés par le Conseil pour une période de trois ans; ils peuvent être nommés de nouveau par la suite.

11.6 a) Un membre de la Commission peut être destitué :

- (i) s'il est reconnu coupable d'un acte criminel au Canada ou d'un délit majeur aux États-Unis pendant la durée de ses fonctions;
- (ii) s'il viole le serment de confidentialité;
- (iii) s'il est absent de trois réunions consécutives de la Commission sans motif valable.

b) Un poste qui devient vacant doit être comblé dans les 60 jours.

11.7 a) La Commission se réunit au moins une fois tous les deux mois.

b) La Commission dresse et conserve les procès-verbaux de toutes ses réunions.

c) Les réunions et audiences de la Commission sont publiques, sauf si la Commission en décide autrement.

- d) Le quorum est atteint lorsque quatre membres de la Commission ayant le droit de vote sont présents à une réunion.
- e) Les décisions de la Commission sont prises à la majorité simple des membres présents.

11.8 La Commission comprend les deux comités suivants :

- a) un comité de discipline composé de trois membres de la Commission ayant le droit de vote;
- b) un comité de sélection composé de trois membres de la Commission ayant le droit de vote.

11.9 La Commission :

- a) fixe les objectifs, les priorités et les buts du Service de police mohawk d'Akwesasne;
- b) aide à trouver et à mettre en oeuvre des projets communautaires en matière de maintien de l'ordre;
- c) porte à l'attention du Conseil et du chef de police les préoccupations concernant les services de police à Akwesasne;
- d) établit les politiques nécessaires à la gestion et à l'administration efficaces du Service de police mohawk d'Akwesasne, notamment les normes de rendement du chef de police;
- e) recrute et choisit le chef de police qui sera chargé d'administrer et de superviser le Service de police mohawk d'Akwesasne;
- f) surveille et évalue le rendement du chef de police en ce qui a trait à la façon dont il s'acquitte de ses responsabilités;
- g) sous réserve de la clause 11.10, donne des directives au chef de police mais non aux autres membres du Service de police mohawk d'Akwesasne;
- h) s'assure que les policiers mohawks d'Akwesasne sont nommés par le commissaire de la Police provinciale de l'Ontario en vertu de l'article 54 de la Loi sur les services policiers de l'Ontario et par le Québec en vertu des articles 80 et 83 de la Loi de police du Québec;
- i) veille à ce que les policiers mohawks d'Akwesasne maintiennent la paix,

préviennent le crime et appliquent toutes les lois en vigueur à Akwesasne qu'ils ont le pouvoir d'appliquer;

- j) fixe les salaires et les avantages, notamment les prestations de retraite, des policiers mohawks d'Akwesasne et du personnel civil du Service de police mohawk d'Akwesasne;
- k) veille, par l'intermédiaire de son comité de discipline, à ce que des mécanismes de règlement impartial et indépendant des plaintes et des griefs en ce qui concerne la discipline et les renvois soient offerts aux membres du Service de police mohawk d'Akwesasne;
- l) s'assure que les audiences tenues en application de l'alinéa k) soient conformes aux principes de justice naturelle généralement reconnus, à l'équité en matière de procédure et à l'obligation de rendre compte de l'organisme;
- m) supervise l'utilisation du budget pluriannuel du Service de police mohawk d'Akwesasne prévu à l'annexe A et exerce une surveillance constante sur les plans financier et administratif;
- n) soumet chaque année au Conseil un rapport sur les opérations et l'administration du Service de police mohawk d'Akwesasne;
- o) veille à ce que le Service de police mohawk d'Akwesasne utilise un système complet et à jour de rapports d'incidents et qu'il fournisse de tels rapports sur demande;
- p) embauche et nomme les policiers mohawks d'Akwesasne et le personnel civil du Service de police mohawk d'Akwesasne;
- q) élabore et met en oeuvre des programmes de vulgarisation et d'information publique sur les rôles et les responsabilités de la Commission et du commissaire à la déontologie policière du Québec.

11.10 La Commission ne doit pas donner de directives au chef de police au sujet de décisions opérationnelles particulières du Service de police mohawk d'Akwesasne ou des opérations quotidiennes de celui-ci.

ARTICLE 12: SERVICE DE POLICE MOHAWK D'AKWESASNE

12.1 Le Service de police mohawk d'Akwesasne demeure le principal service de police chargé d'aider à l'administration de la justice et au maintien de la paix, de l'ordre social, de la sécurité publique et de la sécurité des personnes à Akwesasne.

ARTICLE 13: RESPONSABILITÉS DU CHEF DE POLICE

13.1 Le chef de police a la responsabilité générale d'administrer et de superviser le Service de police mohawk d'Akwesasne. Il est notamment chargé :

- a) de diriger le Service de police mohawk d'Akwesasne et de superviser son fonctionnement conformément aux objectifs, priorités et politiques établis par la Commission;
- b) de veiller à ce que les membres du Service de police mohawk d'Akwesasne s'acquittent de leurs fonctions de façon à refléter les besoins des Mohawks d'Akwesasne;
- c) de recruter des candidats compétents pour le Service de police mohawk d'Akwesasne et de recommander leur nomination;
- d) de veiller au maintien de la discipline conformément au Code de déontologie du Service de police mohawk d'Akwesasne;
- e) de mener les enquêtes importantes qu'il ou elle juge nécessaires;
- f) de faire rapport à la Commission en ce qui concerne les activités et l'administration du Service de police mohawk d'Akwesasne, les plaintes du public et les questions de discipline;
- g) de faire office d'agent de liaison avec les autres organismes chargés de l'application de la loi.

13.2 Sous réserve des dispositions de la clause 11.10, le **chef de police** relève de la Commission et se conforme à ses directives **légitimes**.

**ARTICLE 14: FONCTIONS, OBLIGATIONS ET NOMINATION DES
POLICIERS MOHAWKS D'AKWESASNE**

14.1 Les policiers mohawks d'Akwesasne du Service de police mohawk d'Akwesasne ont notamment pour fonctions :

- a) de préserver la paix, l'ordre et la sécurité publique;
- b) de prévenir le crime et d'autres infractions et fournir de l'aide et des encouragements à d'autres personnes qui participent à leur prévention;
- c) d'appliquer toutes les lois en vigueur à Akwesasne qu'ils ont le devoir

d'appliquer;

- d) d'exercer les fonctions légitimes que le chef de police leur confie;
- e) de suivre la formation requise;
- f) d'aider les victimes d'actes criminels;
- g) d'appréhender les criminels et autres contrevenants ainsi que les autres personnes qui peuvent légalement être placées sous garde;
- h) de déposer des accusations conformément à la procédure d'autorisation des plaintes qui est en vigueur au Québec et à la procédure en vigueur en Ontario et de participer aux poursuites;
- i) d'exécuter les mandats qui doivent être exécutés par les policiers et d'exercer des fonctions connexes.

14.2 Les policiers mohawks d'Akwesasne sont nommés par la Commission.

14.3 Les policiers mohawks d'Akwesasne sont nommés conformément à l'article 54 de la Loi sur les services policiers de l'Ontario, L.R.O. 1990, c. P-15 et exercent leurs pouvoirs conformément à leur nomination.

14.4 Les policiers mohawks d'Akwesasne sont choisis et nommés conformément aux articles 80 et 83 de la Loi de police du Québec, L.R.Q., c. P-13. selon la procédure suivante :

- a) la Commission dresse une liste de candidats choisis en conformité avec sa politique d'embauche;
- b) la liste prévue à l'alinéa a) est présentée au Québec sous forme de résolution dans laquelle il est demandé au Québec de procéder à l'enquête de caractère des candidats;
- c) les enquêtes de caractère sont effectuées par la Sûreté du Québec et les résultats sont transmis à la Commission;
- d) les policiers mohawks d'Akwesasne sont nommés et assermentés de la manière prévue aux articles 80 et 83 de la Loi de police du Québec, sous réserve des conditions suivantes :
 - (i) la Commission demande, par voie de résolution, au ministère de la Sécurité publique de recommander la nomination et l'assermentation

des personnes dont le nom figure dans la résolution pour une durée à déterminer;

(ii) les policiers mohawks d'Akwesasne ainsi nommés exercent leur pouvoir sur le territoire d'Akwesasne; toutefois, ils conservent leur statut d'agent de la paix dans tout le territoire du Québec dans les cas suivants :

- (I) lors du transport d'un détenu accusé d'une infraction perpétrée sur le territoire d'Akwesasne;
- (II) lors de l'exécution d'un mandat d'arrestation valide et dûment signé par un juge de paix;
- (III) lors d'une poursuite active initiée contre des contrevenants, si la poursuite a débuté dans le territoire d'Akwesasne;
- (IV) lors d'une enquête menée à l'extérieur du territoire d'Akwesasne dans la province de Québec, relativement à une infraction perpétrée sur le territoire d'Akwesasne, à la condition que :
 - 1. le corps policier de la juridiction locale en question soit informé de toute mesure prise par le Service de police mohawk d'Akwesasne et y consente;
 - 2. la Commission adopte une procédure dûment établie et que les policiers mohawks d'Akwesasne la connaissent et la respectent;
 - 3. s'il survient des problèmes, la procédure prévoit une demande d'aide au corps policier de la juridiction locale en question;
 - 4. l'enquête soit dûment consignée dans un registre spécial.

14.5 Les policiers mohawks d'Akwesasne exercent leurs pouvoirs à titre d'employés du Conseil sous la direction du chef de police.

14.6 Les uniformes, cartes de mise en garde, insignes, armes à feu, pièces d'identification et autre matériel en possession des policiers mohawks d'Akwesasne doivent être remis au chef de police si le policier mohawk d'Akwesasne quitte son emploi ou est licencié par la Commission.

ARTICLE 15: ENTRAIDE ET COLLABORATION SUR LE PLAN DES OPÉRATIONS

- 15.1 Les parties reconnaissent que, pour offrir des services de police efficaces à Akwesasne, il est nécessaire de pouvoir compter sur une entraide accrue et une meilleure collaboration sur le plan des opérations entre les divers organismes chargés de l'application de la loi et conviennent que la Gendarmerie royale du Canada (G.R.C.), la Police provinciale de l'Ontario (O.P.P.), la Sûreté du Québec (S.Q.) et le Service de police mohawk d'Akwesasne devraient conclure des accords officiels sur l'entraide et la collaboration sur le plan des opérations en ce qui a trait aux questions d'application de la loi dans le cadre de leurs responsabilités respectives et doivent tout mettre en oeuvre pour conclure ces accords dans les cent vingt (120) jours qui suivront la signature de la présente entente.

ARTICLE 16: FORMATION

- 16.1 Les policiers mohawks d'Akwesasne reçoivent le volet ontarien de leur formation de recrues sous forme de cours offerts par le Collège de police de l'Ontario et l'Académie de police provinciale.
- 16.2 Les policiers mohawks d'Akwesasne reçoivent le volet québécois de leur formation de recrues sous forme de cours offerts par l'Institut de police du Québec.
- 16.3 Les policiers mohawks d'Akwesasne reçoivent leur formation policière obligatoire sous forme de cours offerts par le Collège de police de l'Ontario, l'Académie de police provinciale, l'Institut de police du Québec ou le Collège canadien de police.
- 16.4 Les policiers mohawks d'Akwesasne reçoivent de la formation en cours d'emploi et de la formation de perfectionnement dans des instituts de formation policière reconnus ou dans tout autre établissement de formation ou d'enseignement reconnu par les provinces ou par le Canada.

ARTICLE 17: FOURNITURES ET ÉQUIPEMENT

- 17.1 Les fournitures et l'équipement nécessaires aux opérations policières du Service de police mohawk d'Akwesasne sont achetés par le Conseil avec les fonds affectés à ces achats qui figurent à l'annexe A.
- 17.2 Les fournitures et l'équipement achetés pour les opérations policières du Service de police mohawk d'Akwesasne appartiennent au Conseil, à la condition que ces fournitures et cet équipement soient utilisés exclusivement par le Service de police mohawk d'Akwesasne pour la prestation de services de police à Akwesasne.

- 17.3 S'il est nécessaire de se défaire d'équipement de communication ou d'armes à feu utilisés par le Service de police mohawk d'Akwesasne, les parties créeront un Comité qui déterminera la méthode de disposition appropriée.

ARTICLE 18: FINANCEMENT

- 18.1 Les contributions financières maximales du Canada, de l'Ontario et du Québec au Service de police mohawk d'Akwesasne, à la Commission et au soutien administratif pour chaque exercice sont établies dans le budget pluriannuel figurant à l'annexe A.
- 18.2 Les contributions financières du Canada sont versées au Conseil conformément à la procédure suivante :
- a) au cours de la première semaine d'avril de chaque exercice, 50 % de la contribution financière du Canada, qui représente le montant dû pour les premier et deuxième trimestres de cet exercice;
 - b) au cours de la première semaine de juillet de chaque exercice, 25 % de la contribution financière du Canada, qui représente le montant dû pour le troisième trimestre de cet exercice;
 - c) au cours de la première semaine d'octobre de chaque exercice, 25 % de la contribution financière du Canada, qui représente le montant dû pour le quatrième trimestre de cet exercice.
- 18.3 Les contributions financières de l'Ontario sont versées au Conseil conformément à la procédure suivante :
- a) au cours de la première semaine d'avril de chaque exercice, 50 % de la contribution financière de l'Ontario, qui représente le montant dû pour les premier et deuxième trimestres de cet exercice;
 - b) au cours de la première semaine de juillet de chaque exercice, 25 % de la contribution financière de l'Ontario, qui représente le montant dû pour le troisième trimestre de cet exercice;
 - c) au cours de la première semaine d'octobre de chaque exercice, 25 % de la contribution financière de l'Ontario, qui représente le montant dû pour le quatrième trimestre de cet exercice.
- 18.4 Les contributions financières du Québec sont versées au Conseil conformément à la procédure suivante :

- a) au cours de la troisième semaine de mai de chaque exercice, 50 % de la contribution financière du Québec, qui représente le montant dû pour les premier et deuxième trimestres de cet exercice;
- b) au cours de la première semaine de juillet de chaque exercice, 25 % de la contribution financière du Québec, qui représente le montant dû pour le troisième trimestre de cet exercice;
- c) au cours de la première semaine d'octobre de chaque exercice, 25 % de la contribution financière du Québec, qui représente le montant dû pour le quatrième trimestre de cet exercice.

18.5 Le Conseil peut, à sa discrétion, utiliser les soldes non dépensés à la fin de chaque exercice seulement pour le Service de police mohawk d'Akwesasne, la Commission et le soutien administratif pendant la durée de la présente entente. Les déficits résultant de la prestation de services de police pendant la durée de la présente entente sont la responsabilité du Conseil. À l'expiration ou à la résiliation de la présente entente, le Conseil rembourse les soldes non dépensés au Canada, au Québec et à l'Ontario.

18.6 Le Conseil peut, à sa discrétion, réaffecter les fonds figurant à l'annexe A à d'autres articles dans chaque catégorie budgétaire, mais ne peut pas déplacer des fonds de la catégorie de dépenses directes à celle de dépenses indirectes.

18.7 Le Conseil :

- a) utilise les contributions financières versées aux termes de la présente entente seulement pour couvrir les frais engagés pour la prestation des services de police à Akwesasne par le Service de police mohawk d'Akwesasne, la Commission et le soutien administratif;
- b) tient des états financiers sur les coûts du Service de police mohawk d'Akwesasne, de la Commission et du soutien administratif conformément aux principes comptables généralement reconnus et prescrits dans le Manuel de l'Institut canadien des comptables agréés, notamment les registres appropriés de toutes les dépenses engagées et de tous les engagements pris par le Conseil pour la prestation des services de police à Akwesasne ainsi que les factures, reçus et pièces justificatives de ces dépenses et engagements;
- c) conserve tous les documents et les registres ayant trait à la présente entente pendant les sept (7) années qui suivent la résiliation ou l'expiration de la présente entente;
- d) au plus tard le 30 septembre de chaque exercice, présente au Canada, au Québec et à l'Ontario, dans une forme qui convient au Canada, au Québec et à

l'Ontario, un état financier vérifié par un comptable agréé sur les opérations financières du Service de police mohawk d'Akwesasne, de la Commission et du soutien administratif pour l'exercice précédent; cet état financier fera rapport des fonds versés par le Canada, le Québec et l'Ontario aux termes de la présente entente pour les opérations de l'exercice précédent et comprendra un bilan et un état des recettes et des dépenses;

- e) s'assure que le Canada, le Québec, l'Ontario et leurs représentants respectifs ont accès, pendant la durée de la présente entente et dans les deux (2) années qui suivent son expiration ou sa résiliation, à tous les documents financiers et autres registres ayant trait à la présente entente sur préavis de vingt-quatre (24) heures et pendant les heures de bureau.

18.8 Le Canada, l'Ontario et le Québec peuvent chacun nommer à leurs frais un vérificateur indépendant qui examinera les états financiers tenus par le Conseil en ce qui concerne les coûts du Service de police mohawk d'Akwesasne, de la Commission et du soutien administratif pour s'assurer que les fonds sont gérés conformément aux dispositions de la présente entente et que les états financiers sont tenus selon les principes et les pratiques comptables généralement reconnus.

18.9 Les montants figurant à l'annexe A ne couvrent pas les coûts supplémentaires occasionnés par un événement imprévisible et inhabituel constituant un cas de force majeure. Les parties conviennent de discuter de tout cas de force majeure qui peut avoir une incidence sur les coûts des services de police.

ARTICLE 19: GARANTIES ET ASSURANCES

19.1 Le Conseil est tenu, à ses frais et sans limiter les obligations qui lui incombent en vertu de la présente entente, d'assurer les activités du Service de police mohawk d'Akwesasne, de la Commission et de leurs membres, employés, dirigeants et mandataires respectifs au moyen, soit d'une police d'assurance de la responsabilité civile des entreprises, soit d'une police d'assurance de la responsabilité civile -formule générale, police qui offre une protection d'au moins deux millions de dollars (2 000 000 \$) par événement, contre les préjudices corporels, les préjudices personnels et les dommages causés aux biens y compris la privation de jouissance de ceux-ci. Cette assurance doit également offrir une protection globale contre la responsabilité civile de nature contractuelle.

19.2 Dans les soixante jours qui suivent la signature de la présente entente, le Conseil remet au Canada, au Québec et à l'Ontario une attestation d'assurance sous la forme jugée acceptable par ces parties.

19.3 Le Conseil garantit le Canada, le Québec et l'Ontario ainsi que leurs employés et mandataires respectifs contre les pertes, réclamations, dommages, actions, causes

d'action, frais et dépenses susceptibles de découler, directement ou indirectement, de quelque acte ou omission du Service de police mohawk d'Akwesasne, de la Commission ou de leurs membres, employés, dirigeants ou mandataires respectifs dans l'exécution de la présente entente, et il dégage ces parties de toute responsabilité à cet égard. Cette garantie subsiste à l'expiration de la présente entente.

- 19.4 Ni le Canada, ni le Québec, ni l'Ontario ne peuvent être tenus responsables des préjudices corporels ou personnels ni des dommages matériels, de quelque nature que ce soit, subis par le Conseil, la Commission, le Service de police mohawk d'Akwesasne et leurs membres, employés, dirigeants ou mandataires respectifs dans l'exécution de la présente entente, sauf si ces préjudices ou dommages résultent de quelque acte ou omission imputable à la négligence, dans l'exercice de ses fonctions, d'un employé ou mandataire du Canada, de Québec ou de l'Ontario.

ARTICLE 20: RÈGLEMENT DES DIFFÉRENDS ET RÉSILIATION DE L'ENTENTE

- 20.1 En cas de manquement, mésentente ou autre situation touchant l'application de la présente entente ou d'une de ses dispositions, chaque partie peut donner aux autres un avis écrit les informant de l'existence d'un différend. Sur réception d'un tel avis, les parties conviennent de former un comité qui sera constitué d'un représentant de chacune des parties et qui sera chargé de régler le différend.
- 20.2 Si le comité ne parvient pas à régler le différend dans les soixante (60) jours qui suivent la date à laquelle l'avis écrit informant les parties de l'existence du différend leur a été régulièrement donné, toute partie peut mettre fin à la présente entente en avisant par écrit les autres parties de son intention, auquel cas la présente entente prend fin soixante (60) jours après la date de l'avis de résiliation.

ARTICLE 21: MODIFICATION

- 21.1 Les parties peuvent convenir de modifier la présente entente au moyen d'un écrit signé par elles. Cette modification fait dès lors partie intégrante de la présente entente.

ARTICLE 22: AVIS

- 22.1 Tout avis qui peut ou doit être donné par une partie aux autres en application de la présente entente doit être transmis par écrit, par courrier recommandé et être adressé :

- a) dans le cas du Canada, au Solliciteur général du Canada, Ottawa (Ontario);
- b) dans le cas de l'Ontario, au Solliciteur général de l'Ontario, Toronto (Ontario);
- c) dans le cas du Québec, au Ministre de la Sécurité publique, Québec (Québec);
- d) dans le cas du Conseil, au Conseil mohawk d'Akwesasne, Akwesasne.

ARTICLE 23: DISPOSITIONS GÉNÉRALES

- 23.1 Dans la présente entente, les termes «Canada», «Québec» et «Ontario» s'entendent, s'il y a lieu, de leurs représentants dûment autorisés.
- 23.2 Les parties conviennent d'entamer, six (6) mois avant l'expiration de la présente entente, des négociations en vue de la signature d'une nouvelle entente sur les services de police.
- 23.3 Les parties conviennent que l'article 40 de la Loi sur la gestion des finances publiques (L.R.C. (1985), ch. F-11) et les articles 47 et 48 de la Loi sur l'administration financière (L.R.Q., 1993, ch. A-6, et ses modifications) s'appliquent à la présente entente. Les parties conviennent également que les contributions financières de l'Ontario au soutien des coûts de la présente entente sont assujetties à l'approbation des crédits nécessaires par l'Assemblée législative de l'Ontario.
- 23.4 Il est entendu que les contributions financières indiquées à l'annexe A, que le Canada, l'Ontario et le Québec s'engagent à verser au Conseil en application de la présente entente, pour l'exercice 1993-1994, seront réduites des sommes déjà versées au Conseil par ces parties pour le Service de police mohawk d'Akwesasne, conformément à d'autres ententes et pour l'exercice en question.
- 23.5 Les parties conviennent que les dispositions pertinentes de la Loi sur les services policiers de l'Ontario s'appliquent à tous les policiers mohawks d'Akwesasne visés par la présente entente.
- 23.6 Les parties conviennent que les dispositions pertinentes de la Loi de police du Québec et de la Loi sur l'organisation policière (L.R.Q., ch. O-8.1) s'appliquent à tous les policiers mohawks d'Akwesasne visés par la présente entente.
- 23.7 L'Ontario et le Conseil s'entendent pour prévoir des discussions ultérieures en vue de conclure des accords qui leur conviennent concernant la disposition des plaintes du public à Akwesasne.
- 23.8 La présente entente n'a pas pour effet d'empêcher la Sûreté du Québec de s'acquitter

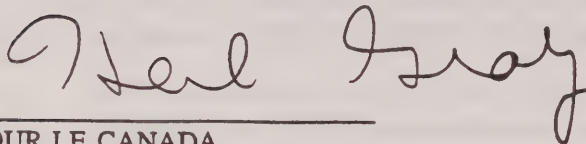
des responsabilités qui lui incombent en vertu de la Loi de police du Québec ainsi que des règles de droit civil ou des autres textes de loi applicables.

- 23.9 La présente entente n'a pas pour effet d'empêcher la Police provinciale de l'Ontario (O.P.P.) de s'acquitter des responsabilités qui lui incombent en vertu de la Loi sur les services policiers de l'Ontario ainsi que des règles de common law ou des autres textes de loi applicables.
- 23.10 La présente entente n'a pas pour effet d'empêcher la Gendarmerie royale du Canada (G.R.C.) de s'acquitter des responsabilités qui lui incombent en vertu de la Loi sur la Gendarmerie royale du Canada ainsi que des règles de common law ou des autres textes de loi applicables.
- 23.11 La présente entente n'a pas pour effet de conférer au Conseil, à la Commission, au Service de police mohawk d'Akwesasne et à leurs dirigeants, employés, mandataires ou entrepreneurs respectifs la qualité de dirigeants, de fonctionnaires, d'employés, de préposés, de mandataires, d'associés ou de coentrepreneurs du Canada, du Québec ou de l'Ontario.
- 23.12 Il est interdit aux titulaires ou anciens titulaires de charge publique au sein du gouvernement du Canada de tirer profit de la présente entente, soit directement soit indirectement, à moins de se conformer aux exigences du code régissant les conflits d'intérêts applicable aux employés qui ont quitté la fonction publique ou en font toujours partie.
- 23.13 Conformément à l'article 38 de la Loi sur le Parlement du Canada, la présente entente stipule expressément qu'il est interdit aux députés d'être partie à celle-ci ou de participer aux bénéfices qui en découlent.
- 23.14 Si un tribunal compétent déclare nulle ou invalide une disposition de la présente entente, les autres dispositions continuent de produire leurs effets.
- 23.15 La renonciation, par une partie à la présente entente, à invoquer quelque violation de celle-ci ou d'une de ses conditions n'emporte pas qu'elle renonce à soulever toute violation future ou continue. Le fait qu'une partie ne se plaigne pas d'une violation des conditions de la présente entente ne vaut pas renonciation de sa part à cet égard, peu importe le temps qu'elle met avant d'agir en ce sens.

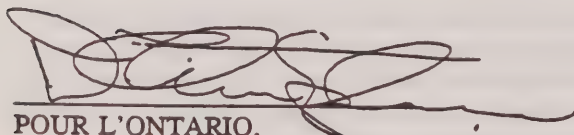
EN FOI DE QUOI les soussignés, dûment autorisés à cette fin, ont signé la présente entente.

Fait en quatre exemplaires, à Québec, le 7ème jour de sept. 1994.

La présente entente a été rédigée en français et en anglais, les deux versions faisant foi.



POUR LE CANADA,
LE SOLICITEUR GÉNÉRAL
DU CANADA




POUR L'ONTARIO,
LE SOLICITEUR GÉNÉRAL ET
MINISTRE DES SERVICES
CORRECTIONNELS

ET PAR




LE MINISTRE RESPONSABLE
DES AFFAIRES AUTOCHTONES

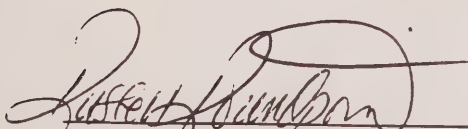

 POUR LE QUÉBEC, LE
 PREMIER MINISTRE

ET PAR


 LE MINISTRE DE LA SÉCURITÉ
 PUBLIQUE

ET PAR


 LE MINISTRE DES RESSOURCES
 NATURELLES ET MINISTRE DÉLÉGUÉ
 AUX AFFAIRES AUTOCHTONES


 POUR LE CONSEIL MOHAWK D'AKWESASNE,
 LE GRAND CHEF

ANNEXE A
ENTENTE SUR LES SERVICES DE POLICE D'AKWESASNE 1993 - 1997
BUDGET PLURIANNUEL 1993/94 à 1996/97

	1993/94	1994/95	1995/96	1996/97
I. Dépenses d'opération	1 500 837\$	1 861 295\$	1 963 865\$	2 003 142\$
II. Dépenses de formation	37 600\$	47 400\$	44 000\$	44 880\$
Total des dépenses directes	1 538 437\$	1 908 695\$	2 007 865\$	2 048 022\$
III. Dépenses indirectes	120 163\$	142 983\$	153 483\$	156 553\$
Total des dépenses indirectes	120 163\$	142 983\$	153 483\$	156 553\$
Total du budget	1 658 600\$	2 051 678\$	2 161 348\$	2 204 575\$
Contribution financière du Canada	862 472\$	1 066 872\$	1 123 900\$	1 146 379\$
Contribution financière de l'Ontario	398 064\$	492 403\$	518 724\$	529 098\$
Contribution financière du Québec	398 064\$	492 403\$	518 724\$	529 098\$

SECTION 4

AGREEMENT

BETWEEN

THE GRAND COUNCIL OF THE CREES (OF QUEBEC), a duly constituted corporation having its head office at 2 Lakeshore Road, Nemaska, Quebec, here represented by Grand Chief Matthew Coon Come duly authorized to execute this agreement

(hereinafter referred to as the "GCCQ")

AND

THE CREE REGIONAL AUTHORITY, a corporation constituted under the Act respecting the Cree Regional Authority, having its head office at 2 Lakeshore Road, Nemaska, Quebec, here represented by Deputy Grand Chief Kenny Blacksmith duly authorized to execute this agreement

(hereinafter referred to as the "CRA")

AND

THE GOVERNMENT OF CANADA, as represented by the Solicitor General

(hereinafter referred to as "CANADA")

AND

THE GOVERNMENT OF QUEBEC, as represented by the Premier minister, the Ministre de la Sécurité publique and the Ministre déléguée aux Affaires intergouvernementales canadiennes

(hereinafter referred to as "QUEBEC")

WHEREAS QUEBEC and CANADA are prepared to provide hereunder funding allocations for the provision of policing services by the Cree First Nations of Eastmain, Mistissini, Waskaganish, Chisasibi, Wemindji, Nemaska, Whapmagoostui, Waswanipi and the Crees of Oujé-Bougoumou consistent with the First Nations Policing Policy;

WHEREAS this Agreement is without prejudice to and does not alter or affect any of the rights or claims or pretensions of any of the parties hereto, any Cree First Nation, the Crees of Oujé-Bougoumou and the Cree Nation in regard to aboriginal and treaty rights and the provisions of the James Bay and Northern Quebec Agreement (hereafter "JBNQA") including but not limited to section 19 thereof; and

WHEREAS this Agreement is also without prejudice to the rights, claims and pretensions which any of the parties hereto, any Cree First Nation, the Crees of Oujé-Bougoumou or the Cree Nation may have in any and all other forums and more particularly in any and all outstanding or future litigation brought before any Court.

NOW THEREFORE THE PARTIES DO HEREBY AGREE AS FOLLOWS:

INTRODUCTION

- 1.1 The preamble forms an integral part of this Agreement.
- 1.2 The purpose of this Agreement is to ensure the provision of and to provide funding for policing services established according to the applicable laws, by the Cree First Nations of Eastmain, Mistissini, Waskaganish, Chisasibi, Wemindji, Nemaska, Whapmagoostui, Waswanipi and the Crees of Oujé-Bougoumou.

POLICE ORGANIZATION

- 2.1 The CRA is responsible to receive and allocate the funds provided hereunder by CANADA and QUEBEC.
- 2.2 Each Cree First Nation including the Crees of Oujé-Bougoumou has the overall responsibility to administer, manage and supervise its police force.
- 2.3 Each year, by September 1st, the CRA shall inform CANADA and QUEBEC of the complement of constables hired by each Cree First Nation, including the Crees of Oujé-Bougoumou.
- 2.4 The CRA and the Cree First Nations including the Crees of Oujé-Bougoumou shall establish a Cree Public Security Commission to determine the Cree First Nations' aims and priorities for their police forces and to oversee the quality of policing services provided to the Cree First Nations and the Crees of Oujé-Bougoumou.

OPERATIONS FUNDING

- 3.1 CANADA and QUEBEC shall jointly fund the operations of the policing services contemplated in the present Agreement through yearly block funding provided to the CRA. The level of such yearly block funding is established as follows:

for 1994-95 (April 1st to March 31st): 4 200 000 \$;

for 1995-96 (April 1st to March 31st): 4 284 000 \$;

for 1996-97 (April 1st to March 31st): 4 410 000 \$.

This funding is provided on the basis of a minimum complement of 42 constables which will be hired by April 1st 1995 at the latest.

The amounts applicable for each of the 1995-96 and 1996-97 years are furthermore increased by a percentage equal to the rise in the Consumer Price Index (CPI) for Canada. The data used for this purpose shall be those published by Statistics Canada.

Therefore the percentage increase applicable as of April 1st 1995 for the year 1995-96 shall be established as follows:

$$100 \times \frac{\text{CPI for September 1994} - \text{CPI for September 1993}}{\text{CPI for September 1993}}$$

The percentage increase applicable as of April 1st 1996 for the year 1996-97 shall be established as follows:

$$100 \times \frac{\text{CPI for September 1995} - \text{CPI for September 1993}}{\text{CPI for September 1993}}$$

- 3.2 The operations funding shall be provided by QUEBEC and CANADA to the CRA in the following manner:
 - a) on the date of execution of the present Agreement for the 1994-95 year and by April 7th of each subsequent year for CANADA's contribution and by May 21st of each subsequent year for QUEBEC's contribution: 50% of the yearly operations funding for the current year;
 - b) on the date of execution of the present agreement for the 1994-95 year and by July 7th of each subsequent year: 25% of the yearly contribution of both CANADA and QUEBEC for the current year;

- c) by October 7th of each year: 25% of the yearly contribution of both CANADA and QUEBEC for the current year.
- 3.3 The CRA shall allocate the said yearly operations funding following a method determined by its Board of Directors in consultation with the Cree First Nations and the Crees of Oujé-Bougoumou. The said funding shall be used solely for police related purposes.
- 3.4 Any portion of the said yearly operations funding unused as of March 31st of any given year shall be transferred to the following year. Such transfer shall not affect the level of funding allocated hereunder by CANADA or QUEBEC in any given year. The said transferred funding shall be used solely for police related purposes.

UPGRADING, TRAINING AND IMPROVEMENT

- 4.1 The parties acknowledge that there is a serious need for at least the following training programs:
 - a) upgrading for the constables employed to serve the Cree First Nations and the Crees of Oujé-Bougoumou as of the date of execution of the present agreement;
 - b) training for the new constables employed to serve the Cree First Nations and the Crees of Oujé-Bougoumou after the execution of the present agreement;
 - c) on-going improvement for all constables.
 - 4.2 Subject to section 4.4 hereof, for upgrading, training and improvement, CANADA and QUEBEC shall, on the date of execution of the present Agreement for the 1994-95 year and by July 1st of each subsequent year, jointly provide to the CRA for the Cree First Nations including the Crees of Oujé-Bougoumou an additional special yearly allocation of 300 000 \$.
- This special yearly allocation shall be provided for the duration of this Agreement and shall be used by the CRA for the following purposes:
- a) to evaluate the upgrading, training and improvement needs of the concerned constables;
 - b) to identify and design appropriate upgrading, training and improvement programs and courses for the concerned constables; and
 - c) to fund the direct and indirect costs of such upgrading, training and improvement programs and courses.
- 4.3 Any portion of the said yearly allocation unused as of March 31st of any given year shall be transferred to the following year. Such transfer shall not affect the allocation level of 300 000 \$ relating to the said following year.
 - 4.4 CANADA and QUEBEC recognize and agree that the CRA may use the allocations provided in section 4.2 for the purpose of reimbursing the costs related to the negotiations of this Agreement.

ACCESS TO TRAINING INSTITUTIONS

- 4.5 All constables serving the Cree First Nations and the Crees of Oujé-Bougoumou are automatically eligible for the regular police training program of the Institut de Police du Québec.

Should the Institut de Police du Québec not be in a position to service the training needs of these constables in a

reasonable timeframe or in an appropriate manner, QUEBEC and CANADA agree that the said training can take place in Canada outside of the province of Quebec in an institution accredited by the Institut de Police du Québec.

It is understood that the Institut de Police du Québec will recognize the training so provided to the constables by issuing the appropriate certification subject to an additional and mandatory training being provided by the Institut de Police du Québec to the constables to acquire a basic knowledge related to law enforcement in Québec.

ACCESS TO SPECIAL SERVICES

- 5.1 QUEBEC and CANADA shall, within their respective responsibilities and capacities, provide to the constables serving the Cree First Nations and the Crees of Oujé-Bougoumou available technical and special services such as forensic analysis and expertise, investigative assistance in resolving major crimes, prevention programs, search and rescue assistance, recovery of corpses, coroner services, police helicopter, incarceration facilities for suspects incarcerated pending trial, etc.

MUTUAL ASSISTANCE AND OPERATIONAL COOPERATION

- 6.1 The parties recognize that effective policing requires enhanced mutual assistance and operational cooperation among law enforcement agencies. The parties agree that mutually acceptable guidelines may be established by the concerned law enforcement agencies to deal with law enforcement issues with a view of ensuring a high degree of cooperation among police services involved in keeping the peace, preventing crime and enforcing the law.

ADMINISTRATIVE MODALITIES

- 7.1 Each year, within six months following the end of the year, the CRA shall submit to QUEBEC and CANADA audited financial statements concerning the use of all monies received hereunder in the previous year.
- 7.2 The funding provided under this Agreement shall be shared by CANADA and QUEBEC in the following manner: 52% shall be paid by CANADA and 48% shall be paid by QUEBEC.
- 7.3 The Cree First Nations including the Crees of Oujé-Bougoumou and all constables employed to serve the Cree First Nations and the Crees of Oujé-Bougoumou shall be covered by an insurance policy(ies) for comprehensive or commercial liability in an amount not less than 2 000 000\$ per occurrence and 5 000 000\$ maximum for all occurrences, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability. CANADA and QUEBEC shall each be named as co-insured parties on said policy(ies). The CRA shall provide to CANADA and QUEBEC proof of all required insurance in a form acceptable to CANADA and QUEBEC as soon as possible after the date of execution of this Agreement.

WITHOUT PREJUDICE

- 8.1 This Agreement is without prejudice to and does not alter or affect any of the rights or claims or pretensions of any of the parties hereto, any Cree First Nation, the Crees of Oujé-Bougoumou and the Cree Nation in regard to:
- a) aboriginal and treaty rights and the provisions of the JBNQA including but not limited to section 19 thereof;

- b) any discussions or negotiations between CANADA and the GCCQ and/or the CRA or between QUEBEC and the GCCQ and/or the CRA relating to the JBNQA or its amendment, including but not limited to section 19 thereof;
- c) the Constitution, including the Constitution Act, 1982 as amended, and constitutional discussions and processes.

8.2 This Agreement is without prejudice to the rights, claims and pretensions which any of the parties hereto, any Cree First Nation, the Crees of Oujé-Bougoumou or the Cree Nation may have in any and all other forums and more particularly in any and all outstanding or future litigation brought before any Court.

8.3 Nothing in this Agreement modifies, amends or alters in any way the provisions of the JBNQA.

DURATION

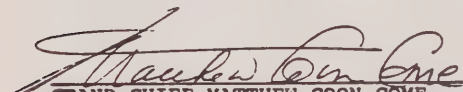
9.1 This Agreement shall be deemed to have commenced on the 1st day of April, 1994 and shall expire on March 31st, 1997 or at such earlier date the parties may agree to in writing pursuant to the discussions provided for below.

FURTHER DISCUSSIONS

10.1 The parties shall, as soon as this Agreement is executed, commence discussions relating to outstanding issues with respect to section 19 of the JBNQA.

In witness thereof the parties have signed this 23rd day of November 1994.

For the GRAND COUNCIL OF THE CREES (OF QUEBEC)


 GRAND CHIEF MATTHEW COON COME

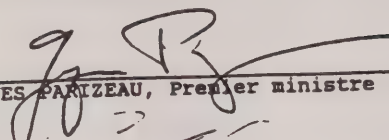
For the CREE REGIONAL AUTHORITY



 DEPUTY GRAND CHIEF KENNY BLACKSMITH


For the GOVERNMENT OF CANADA


 HERB GRAY, Solicitor General

For the GOVERNMENT OF QUEBEC


JACQUES PARIZEAU, Premier ministre


SERGE MÉNARD, Ministre de la Sécurité
publique


LOUISE BEAUDOIN, Ministre déléguée aux
Affaires intergouvernementales canadiennes

ENTENTE

ENTRE

LE GRAND CONSEIL DES CRIS (DU QUÉBEC), une corporation dûment constituée et ayant son siège social au 2, Lakeshore Road, Nemaska, Québec, ici représenté par le Grand Chef Matthew Coon Come, dûment autorisé aux fins des présentes

(ci-après désigné le "GCCQ")

ET

L'ADMINISTRATION RÉGIONALE CRIZ, une corporation dûment constituée en vertu de la Loi concernant l'Administration régionale crie, et ayant son siège social au 2, Lakeshore Road, Nemaska, Québec, ici représentée par le Vice Grand Chef Kenny Blacksmith dûment autorisé aux fins des présentes

(ci-après désignée "l'ARC")

ET

LE GOUVERNEMENT DU CANADA, ici représenté par le Solliciteur général

(ci-après désigné le "CANADA")

ET

LE GOUVERNEMENT DU QUÉBEC, ici représenté par le Premier ministre, le Ministre de la Sécurité publique et la Ministre déléguée aux Affaires intergouvernementales canadiennes

(ci-après désigné le "QUÉBEC")

ATTENDU QUE le QUÉBEC et le CANADA sont disposés à fournir en vertu des présentes des allocations de financement pour la fourniture de services policiers par les Premières nations cries d'Eastmain, Mistissini, Waskaganish, Chisasibi, Wemindji, Nemaska, Whapmagoos-tui, Waswanipi et les Cris d'Oujé-Bougoumou, et ce, conformément à la Politique sur la police des premières nations;

ATTENDU QUE la présente entente est sans préjudice et ne modifie ni n'affecte les droits, revendications ou prétentions des parties aux présentes, des Premières nations cries, des Cris d'Oujé-Bougoumou et de la Nation crie à l'égard des droits ancestraux ou issus de traités et des dispositions de la Convention de la Baie James et du Nord québécois (ci-après la "CBJNQ") y compris, mais non seulement, de son chapitre 19;

ATTENDU QUE la présente entente est également sans préjudice aux droits, revendications ou prétentions que les parties aux présentes, les Premières nations cries, les Cris d'Oujé-Bougoumou ou la Nation crie peuvent avoir dans tout autre forum et plus particulièrement dans tout litige existant ou futur devant toute Cour.

LES PARTIES CONVIENNENT DONC DE CE QUI SUIT:

INTRODUCTION

1.1 Le préambule fait partie intégrante de la présente entente.

1.2 L'objet de la présente entente est d'assurer la prestation et de fournir du financement pour des services policiers établis conformément aux lois applicables, par les Premières nations

cries d'Eastmain, Mistissini, Waskaganish, Chisasibi, Wemindji, Nemaska, Whapmagoostui, Waswanipi et par les Cris d'Oujé-Bougoumou.

ORGANISATION POLICIERE

- 2.1 L'ARC est responsable de recevoir et d'allouer les sommes fournies en vertu des présentes par le CANADA et le QUÉBEC.
- 2.2 Chaque Première nation crie, y compris les Cris d'Oujé-Bougoumou, est responsable de l'administration, de la gestion et de la supervision de sa force policière.
- 2.3 Chaque année, le ou avant le 1^{er} septembre, l'ARC informera le CANADA et le QUÉBEC du nombre de constables engagés par chaque Première nation crie et les Cris d'Oujé-Bougoumou.
- 2.4 L'ARC établira avec les Premières nations cries et les Cris d'Oujé-Bougoumou une commission de sécurité publique crie afin de déterminer les buts et priorités de ces derniers pour leurs services policiers et pour superviser la qualité des services policiers fournis.

FINANCEMENT DES OPÉRATIONS

- 3.1 Le CANADA et le QUÉBEC financeront conjointement les opérations des services policiers visés par la présente entente par le biais d'une enveloppe globale de financement qui est établie comme suit:

pour 1994-95 (1^{er} avril au 31 mars): 4 200 000 \$;

pour 1995-96 (1^{er} avril au 31 mars): 4 284 000 \$;

pour 1996-97 (1^{er} avril au 31 mars): 4 410 000 \$.

Ce financement est fourni sur la base d'un effectif minimum de 42 constables, lesquels seront embauchés au plus tard le 1^{er} avril 1995.

Les montants applicables pour chacune des années 1995-96 et 1996-97 sont de plus augmentés d'un pourcentage égal à l'accroissement dans l'Indice des prix à la consommation (IPC) pour le Canada. Les données utilisées à cet égard seront celles publiées par Statistiques Canada.

Ainsi le pourcentage d'augmentation applicable à compter du 1^{er} avril 1995 pour l'année 1995-96 sera établi comme suit:

$$100 \times \frac{\text{IPC pour septembre 1994} - \text{IPC pour septembre 1993}}{\text{IPC pour septembre 1993}}$$

Le pourcentage d'augmentation applicable à compter du 1^{er} avril 1996 pour l'année 1996-97 sera établi comme suit:

$$100 \times \frac{\text{IPC pour septembre 1995} - \text{IPC pour septembre 1993}}{\text{IPC pour septembre 1993}}$$

- 3.2 Le financement des opérations sera fourni par le QUÉBEC et le CANADA à l'ARC de la façon suivante:

a) à la date de la signature de la présente entente pour l'année 1994-95 et au plus tard le 7 avril de chaque année subséquente pour la contribution du CANADA et le ou avant le 21 mai de chaque année subséquente pour la contribution du QUÉBEC: 50% du financement annuel des opérations pour l'année courante;

b) à la date de la signature de la présente entente pour l'année 1994-95 et au plus tard le 7 juillet de chaque

année subséquente: 25% de la contribution annuelle du CANADA et du QUÉBEC pour l'année courante;

- c) au plus tard le 7 octobre de chaque année: 25% de la contribution annuelle du CANADA et du QUÉBEC pour l'année courante.

3.3 L'ARC allouera ce financement annuel des opérations suivant une méthode déterminée par son conseil d'administration en consultation avec les Premières nations cries et les Cris d'Oujé-Bougoumou. Ce financement sera utilisé seulement pour des activités reliées à la police.

3.4 Toute portion de ce financement annuel des opérations qui n'est pas utilisée avant le 31 mars d'une année sera transférée à l'année suivante: Un tel transfert n'affectera pas le montant du financement alloué pour une année particulière en vertu des présentes par le CANADA ou le QUÉBEC. Ce financement transféré sera utilisé seulement pour des activités reliées à la police.

AMÉLIORATION, FORMATION ET PERFECTIONNEMENT

4.1 Les parties reconnaissent qu'il existe un sérieux besoin pour au moins les programmes de formation suivants:

- a) l'amélioration en formation des constables engagés pour servir les Premières nations cries et les Cris d'Oujé-Bougoumou en date de la signature de la présente entente;
- b) la formation des nouveaux constables engagés pour servir les Premières nations cries et les Cris d'Oujé-Bougoumou après la signature de la présente entente;
- c) le perfectionnement continu de tous les constables.

4.2 Sous réserve de l'article 4.4 des présentes, pour l'amélioration, la formation et le perfectionnement, le CANADA et le QUÉBEC, à la date de la signature de la présente entente pour l'année 1994-95 et au plus tard le 1^{er} juillet de chaque année subséquente, fourniront conjointement à l'ARC pour les Premières nations cries et les Cris d'Oujé-Bougoumou une allocation additionnelle annuelle spéciale de 300 000 \$.

Cette allocation annuelle spéciale sera fournie pour la durée de la présente entente et sera utilisée par l'ARC pour les fins suivantes:

- a) pour évaluer les besoins d'amélioration, de formation et de perfectionnement des constables concernés;
- b) pour identifier et développer des programmes de formation et des cours de perfectionnement pour les constables concernés;
- c) pour financer les coûts directs et indirects de ces programmes et cours d'amélioration, de formation et de perfectionnement.

4.3 Toute portion de cette allocation annuelle qui n'est pas utilisée avant le 31 mars d'une année sera transférée à l'année suivante. Un tel transfert n'affectera pas le montant de l'allocation de 300 000 \$ pour ladite année suivante.

4.4 Le CANADA et le QUÉBEC reconnaissent et conviennent que l'ARC peut utiliser les allocations prévues à l'article 4.2 afin de rembourser les coûts reliés à la négociation de la présente entente.

ACCES AUX INSTITUTIONS DE FORMATION

- 4.5 Tous les constables qui servent les Premières nations cries et les Cris d'Oujé-Bougoumou sont automatiquement admissibles pour le programme régulier de formation policière de l'Institut de police du Québec.

Si l'Institut de police du Québec n'est pas en mesure de répondre aux besoins de formation de ces constables dans un délai raisonnable ou d'une façon appropriée, le QUÉBEC et le CANADA conviennent que cette formation peut avoir lieu à l'extérieur du Québec mais au Canada dans une institution accréditée par l'Institut de police du Québec.

Il est entendu que l'Institut de police du Québec reconnaîtra la formation ainsi fournie aux constables en émettant la certification appropriée sujet à une formation additionnelle obligatoire fournie par l'Institut de police du Québec aux constables, afin qu'ils acquièrent une connaissance de base concernant la mise en application des lois au Québec.

ACCES AUX SERVICES SPÉCIAUX

- 5.1 Le QUÉBEC et le CANADA, dans le cadre de leurs responsabilités et capacités respectives, fourniront aux constables qui servent les Premières nations cries et les Cris d'Oujé-Bougoumou les services techniques et spéciaux disponibles, tels l'analyse et l'expertise en médecine légale, l'assistance pour les enquêtes afin de résoudre les crimes importants, les programmes de prévention, l'assistance pour les recherches et les secours, la récupération de cadavres, les services du coroner, les services d'hélicoptère de police, les services d'incarcération pour les suspects en attente de procès, etc.

ASSISTANCE MUTUELLE ET COOPÉRATION OPÉRATIONNELLE

- 6.1 Les parties reconnaissent que des services policiers efficaces requièrent une assistance mutuelle et une coopération opérationnelle entre les corps policiers. Les parties conviennent que des lignes directrices pourront être établies par les corps policiers concernés afin de traiter de questions policières avec l'objectif d'assurer un haut degré de coopération entre les corps policiers impliqués dans la préservation de la paix, la prévention du crime et l'application de la loi.

MODALITÉS ADMINISTRATIVES

- 7.1 Chaque année, dans les six mois suivant la fin de l'année, l'ARC soumettra au QUÉBEC et au CANADA des états financiers vérifiés concernant l'utilisation de toutes les sommes reçues en vertu des présentes dans l'année précédente.
- 7.2 Le financement fourni en vertu de la présente entente sera partagé par le CANADA et le QUÉBEC de la façon suivante: 52% sera payé par le CANADA et 48% sera payé par le QUÉBEC.
- 7.3 Les Premières nations cries, les Cris d'Oujé-Bougoumou et tous les constables servant les communautés cries seront couverts par une ou des police(s) d'assurance pour la responsabilité civile ou commerciale d'un montant qui ne sera pas inférieur à 2 000 000 \$ par événement et d'un maximum de 5 000 000 \$ pour tous les événements, couvrant les dommages aux personnes et aux biens, y compris la perte de jouissance des biens. Une telle police d'assurance inclura une couverture de responsabilité contractuelle. Le CANADA et le QUÉBEC seront désignés à titre d'assurés additionnels dans la ou les dite(s) police(s) d'assurance. L'ARC fournira au CANADA et au QUÉBEC une preuve d'assurance requise dans une forme acceptable par

le CANADA et le QUÉBEC, et ce, dès que possible, après la signature de la présente entente.

SANS PRÉJUDICE

- 8.1 La présente entente est sans préjudice aux, ni ne modifie ou n'affecte les droits, revendications ou prétentions des parties aux présentes, des Premières nations cries, des Cris d'Oujé-Bougoumou et de la Nation crie à l'égard:
- a) des droits ancestraux ou issus de traités et des dispositions de la CBJNQ y compris, mais non seulement, les dispositions de son chapitre 19;
 - b) de toutes discussions ou négociations entre le CANADA et le GCCQ et/ou l'ARC ou entre le QUÉBEC et le GCCQ et/ou l'ARC concernant la CBJNQ ou son amendement, y compris, mais non seulement, son chapitre 19;
 - c) de la Constitution, y compris la Loi constitutionnelle (1982) telle que modifiée, et des discussions et processus constitutionnels.
- 8.2 La présente entente est sans préjudice aux droits, revendications ou prétentions que les parties aux présentes, les Premières nations cries, les Cris d'Oujé-Bougoumou ou la Nation crie peuvent avoir dans tout autre forum et plus particulièrement dans tout litige existant ou futur devant toute Cour.
- 8.3 La présente entente n'a pour effet de modifier, amender ou altérer de quelque façon que ce soit les dispositions de la CBJNQ.

DURÉE

- 9.1 La présente entente est réputée prendre effet le 1^{er} avril 1994 et prendra fin le 31 mars 1997 ou à toute date antérieure dont les parties pourront agréer par écrit suite aux discussions prévues ci-dessous.

DISCUSSIONS


- 10.1 Les parties entreprendront dès la signature de la présente entente des discussions concernant les matières en suspens en rapport avec le chapitre 19 de la CBJNQ.

En foi de quoi les parties ont signé ce 23^e jour de novembre 1994.

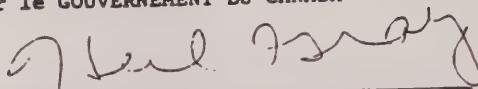
Pour le GRAND CONSEIL DES CRIS (DU QUÉBEC)


GRAND CHEF MATTHEW COON COME

Pour l'ADMINISTRATION RÉGIONALE CRIE

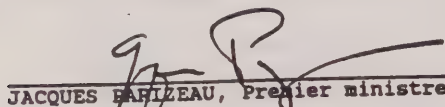

VICE GRAND CHEF KENNY BLACKSMITH

Pour le GOUVERNEMENT DU CANADA



HERB GRAY, Solliciteur général

Pour le GOUVERNEMENT DU QUÉBEC



JACQUES PARIZEAU, Premier ministre



SERGE MÉNARD, Ministre de la Sécurité
publique



LOUISE BEAUDOIN, Ministre déléguée aux
Affaires intergouvernementales canadiennes

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User Report

FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

Volume 4

NO. 1995-09



Aboriginal Policing Series



Solicitor General Canada
Ministry Secretariat

Canada



FIRST NATIONS POLICING TRIPARTITE AGREEMENTS

Volume 4

NO. 1995-09



This document has been compiled by officials in the Department of the Solicitor General of Canada and contains copies of tripartite agreements that have been concluded as of the date of publication.

The agreements are made available in the language that they were drafted including translations where they have been provided.

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SECTION 1

December 1, 1994

THE DAKOTA OJIBWAY POLICE SERVICE AGREEMENT

THIS AGREEMENT MADE AS OF THE 31 DAY OF December, 1994

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Solicitor General of Canada
(herein referred to as "Canada")

OF THE FIRST PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA

as represented by the Minister of
Justice of Manitoba

(herein referred to as "the Province of Manitoba")

OF THE SECOND PART

-and-

THE DAKOTA OJIBWAY TRIBAL COUNCIL

a non-share corporation incorporated under the laws of
the Province of Manitoba, as represented by the Chiefs of the DOTC Communities
(herein referred to as the "DOTC")

OF THE THIRD PART

WHEREAS the Parties wish to cooperate in the operation of policing services for the Birdtail Sioux, Dakota Plains, Long Plain, Oak Lake Sioux, Roseau River and Sioux Valley First Nation communities (the "DOTC Communities"), consistent with the aspirations of the DOTC, the provisions of The Provincial Police Act of Manitoba and any regulations made thereunder, and Canada's First Nations Policing Policy (1991);

AND WHEREAS the Parties have entered into an Interim Policing Agreement dated May 19, 1994 for the provision of police service to the DOTC Communities by an interim police service consisting of Members of the Provincial Police Service and DOPS Police Officers under the supervision and control of the RCMP;

AND WHEREAS the Parties wish to set up an efficient, effective, economical, professional and culturally responsive police service to be responsible to maintain law and order, keep the peace and ensure the safety of persons and the security of property in the DOTC Communities;

AND WHEREAS the Parties recognize that nothing in this Agreement shall abrogate or derogate from Aboriginal, treaty, constitutional or any other rights which have accrued or may accrue to any of the Parties.

NOW THEREFORE, in consideration of the covenants and warranties, and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

SECTION 1: DEFINITIONS

1.1 Unless otherwise stated, the following terms shall, for the purposes of this Agreement, have the following respective meanings:

(a) "Commanding Officer" means the officer of the RCMP, resident in the Province of Manitoba, appointed by the Commissioner to command the Division, or a person to act on his or her behalf;

(b) "Commissioner" means the Commissioner of the RCMP;

(c) "Criminal Operations NCO" means a non-commissioned officer of the RCMP, seconded to the DOPS, responsible for the investigation of major criminal activity;

(d) "Detachment" means an organizational component of the Division that has prescribed territorial boundaries and includes satellite and community service offices;

(e) "Director of the DOPS" (the Director) means a Member of the RCMP seconded to manage the DOPS during Phase I of this Agreement;

(f) "Division" means the organizational component of the RCMP that is responsible for law enforcement and the prevention of crime in the Province of Manitoba;

- (g) "DOTC Communities" means the Birdtail Sioux Band No. 284, Dakota Plains Band No. 288, Long Plain Band No. 287, Oak Lake Sioux Band No. 289, Roseau River Band No. 273 and Sioux Valley Band No. 290;
- (h) "DOPS Detachment" means an organizational component of the DOPS that has prescribed territorial boundaries and includes community service offices;
- (i) "DOPS Commission" or the "Commission" means, for the purposes of this Agreement, the DOTC Police Commission which has the powers and responsibilities as set out in The Provincial Police Act of Manitoba;
- (j) "DOPS police officer" means a member of the DOPS who is appointed as a peace officer under The Provincial Police Act of Manitoba and includes the Chief of Police and the Deputy Chief of Police;
- (k) "DOPS" means the Police Service established under Section 13 of this Agreement, the aggregate of resources, police officers and support staff employed by the DOPS to provide policing service to the DOTC Communities;
- (l) "Fiscal Year" means the period beginning on April 1 in any year and ending on March 31 of the next year;
- (m) "Implementation Board" means the Board composed of one representative from each of the Solicitor General of Canada, the Manitoba Department of Justice, the RCMP and two members of the DOTC who are not members of the DOPS;
- (n) "Local Police Committee" means the body to be established under Section 12 of this Agreement to provide a local mechanism for police accountability to the DOTC Communities;
- (o) "Member" means any Member of the RCMP appointed pursuant to the Royal Canadian Mounted Police Act and any regulations made pursuant thereto and, without limitation, includes any regular member, special constable, special constable member and civilian so appointed;
- (p) "Minister" means the provincial Minister responsible for policing services in the Province of Manitoba;
- (q) "Parties" means Canada, the Province of Manitoba and the DOTC;

(r) "Phases" means the Phases referred to in Subsection 4.2 of this Agreement;

(s) "Provincial Police Service" means the aggregate of resources, members and support staff employed by Canada to provide policing services in the Province of Manitoba under the Provincial Police Service Agreement;

(t) "Provincial Police Service Agreement" means the Agreement between Canada and the Province of Manitoba dated April 1, 1992;

(u) "RCMP" means the Royal Canadian Mounted Police;

(v) "Solicitor General" means the Solicitor General of Canada;

(w) "Steering Committee" means the Committee composed of the Deputy Solicitor General of Canada, the Deputy Minister of Justice for Manitoba, the Commanding Officer of "D" Division of the RCMP (for Phases I and II) and the President and Vice-President of the DOTC; and

(x) "Supervisors" means the Members referred to in Section 14 of this Agreement and the DOPS police officers referred to in Section 15 of this Agreement who shall be responsible for the daily supervision of all human resources, direction of investigations and operational activity in the DOPS detachments.

SECTION 2: OBJECTIVES OF THE AGREEMENT

2.1 The objective of this Agreement the establishment of a policing service for the DOTC Communities, and:

- (a) the continuation of the Commission;
- (b) the development of the DOPS to the same level and standard as exists elsewhere in the Province of Manitoba;
- (c) the provision for the transition of the composition and management of the DOPS in three Phases in accordance with the Implementation Plan, attached as Schedule "B" to this Agreement;
- (d) the identification of the terms, conditions and relationships among the Parties and the RCMP for this policing arrangement; and

- (e) the clarification of the roles, responsibilities and relationships among the DOTC, the Commission, the Local Police Committees, and the DOPS.

SECTION 3: SCHEDULES

- 3.1 The following schedules are hereby incorporated into and constitute part to this Agreement:

Schedule "A" - Operational Budget

Schedule "B" - Implementation Plan

SECTION 4: TERM OF THE AGREEMENT

- 4.1 Notwithstanding the date on which this Agreement is executed and subject to Subsection 19.4 and the termination provisions contained in Section 23, this Agreement shall be in effect from January 1, 1995 until December 31, 1999.
- 4.2 The DOPS shall be implemented in three Phases, the time frames of which are to be determined by the Steering Committee, in consultation with the Commission and in accordance with the provisions set out in the Implementation Plan, attached as Schedule "B" to this Agreement.
- 4.3 This Agreement may be renewed or extended on such terms and conditions as may be agreed to in writing by the Parties.

SECTION 5: RESPONSIBILITIES OF CANADA

- 5.1 Canada shall provide financial contributions in an amount equal to a maximum of 52% of the total actual budget costs set out in Schedule "A" to this Agreement for each Fiscal Year in accordance with the procedures referred to in Section 19 of this Agreement.
- 5.2 Canada shall appoint one representative to the Steering Committee for Phases I, II, and III and one representative to the Implementation Board during Phases I and II.
- 5.3 Canada shall appoint one non-voting representative to the Commission in Phase III.

SECTION 6: RESPONSIBILITIES OF THE PROVINCE OF MANITOBA

- 6.1 The Province of Manitoba shall provide financial contributions in an amount equal to a maximum of 48% of the total actual budget costs set out in Schedule "A" to this Agreement for each Fiscal Year in accordance with the procedures referred to in Section 19 of this Agreement.
- 6.2 The Province of Manitoba shall appoint one representative to the Steering Committee for Phases I, II and III and one representative to the Implementation Board during Phases I and II.
- 6.3 The Province of Manitoba shall appoint one non-voting representative to the Commission in Phase III.
- 6.4 The Province of Manitoba shall appoint qualified DOPS police officers as peace officers pursuant to The Provincial Police Act of Manitoba and any regulations made thereunder.

SECTION 7: RESPONSIBILITIES OF THE DOTC

- 7.1 The DOTC shall assume overall responsibility for the policing arrangements in the DOTC Communities in accordance with the terms and conditions of this Agreement.
- 7.2 The DOTC shall appoint the Commission to manage the DOPS on behalf of the DOTC, however, nothing contained herein shall limit, modify, change or otherwise alter any of the DOTC's obligations under this Agreement.
- 7.3 The DOTC shall be the employer of the Chief of Police, the Deputy Chief, DOPS police officers and DOPS support staff.
- 7.4 The DOTC shall appoint two (2) representatives to the Steering Committee during Phases I, II, and III and two (2) representatives to the Implementation Board during Phases I and II.
- 7.5 Each Local Police Committee shall nominate its representative to the Commission and the DOTC shall appoint such nominee to the Commission.
- 7.6 The DOTC, or any member of the DOTC, shall not give any directions to the Director, Chief of Police, or any Members or police officers of the DOPS with respect to specific operational decisions or with respect to the day-to-day operations of the DOPS.

- 7.7 The DOTC shall be responsible for those activities set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 8: STEERING COMMITTEE

- 8.1 The Steering Committee is hereby established as the advisory body responsible to oversee the implementation of this Agreement.
- 8.2 The Steering Committee shall meet as required during the term of this Agreement.
- 8.3 The Steering Committee shall be responsible for the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 9: IMPLEMENTATION BOARD

- 9.1 The Implementation Board is hereby established to assist the Steering Committee with the administration of this Agreement.
- 9.2 The Implementation Board shall meet as required, but not less than once every three (3) months during the term of this Agreement.
- 9.3 The Implementation Board shall be responsible for the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 10: CHAIRPERSON OF THE COMMISSION

- 10.1 The position of the Chairperson of the Commission is hereby continued.
- 10.2 The responsibilities of the Chairperson of the Commission are set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 11: COMMISSION

- 11.1 Subject to the provisions of The Provincial Police Act of Manitoba and any regulations made thereunder, the Commission is hereby continued.
- 11.2 The responsibilities of the Commission are set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

11.3 The Commission shall consist of:

- (a) six (6) members, one from each of the Local Police Committees who shall be selected from within each of the DOTC Communities; and
- (b) in Phase III one non-voting representative from each of Canada and the Province of Manitoba.

11.4 The Chiefs of the DOTC Communities shall adopt rules and procedures for the Commission, within six (6) months of the signing of this Agreement, which shall provide that:

- (a) no members of the Commission will hold elected political office, such as Chief, Councillor, or federal, provincial or municipal office;
- (b) all members of the Commission shall be 18 years of age or older and must possess good character, credibility and reputation within the DOTC Communities;
- (c) no member of the Commission shall be employed by the DOPS in any capacity;
- (d) members of the Commission shall be subject to dismissal from the Commission in accordance with established procedures if they:
 - (i) are convicted of a criminal offence which is punishable by indictment;
 - (ii) breach the oath of confidentiality;
 - (iii) fail to attend three (3) full, consecutive Commission meetings without a valid reason; or
 - (iv) interfere in the operational management of any individual case in the investigative or prosecutorial process.
- (e) if the position of a member of the Commission becomes vacant, a new member shall be appointed to the vacated position within sixty (60) days.

11.5 During the term of this Agreement, meetings of the Commission shall be governed by policies and procedures which shall include the following:

- (a) the Commission shall meet at least every three (3) months;
- (b) minutes of all meetings of the Commission shall be recorded and maintained by the Commission and copied to Canada and the Province of Manitoba;
- (c) meetings and hearings conducted by the Commission shall be open to the public unless, for exceptional reasons, otherwise directed by the Commission;

- (d) four (4) voting members of the Commission shall constitute a quorum; and
 - (e) the decisions of the Commission shall be rendered by a simple majority vote of a quorum of the members in attendance.
- 11.6 The Commission, including any members of the Commission, shall not interfere in individual cases in the investigative or prosecutorial process.
- 11.7 Regarding matters relating to police discipline and public complaints, the Commission shall:
- (a) develop and implement, within six (6) months of the signing of this Agreement, a Code of Conduct for the DOPS, consistent with the provisions set out in The Provincial Police Act of Manitoba and any regulation made thereunder; and
 - (b) recognize and agree that the police officers of the DOPS shall be subject to the provisions of The Law Enforcement Review Act of Manitoba regarding public complaints against any individual police officer.

SECTION 12: LOCAL POLICE COMMITTEES

- 12.1 A Local Police Committee shall be established in each of the DOTC Communities and will consist of:
- (a) a Chairperson; and
 - (b) three (3) or more representatives chosen by that DOTC Community.
- 12.2 The Local Police Committees shall be responsible for the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 13: DAKOTA OJIBWAY POLICE SERVICE

- 13.1 The Dakota Ojibway Police Service (DOPS) is hereby established as the principal policing service in the DOTC Communities responsible for the protection of life and property, prevention of crime and offenses against the laws of Canada and the Province of Manitoba, and other duties referred to in the Implementation Plan, attached as Schedule "B" to this Agreement.
- 13.2 The DOPS will be implemented in three Phases as set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 14: RCMP

- 14.1 The RCMP shall appoint one (1) representative to the Steering Committee for Phases I and II and one (1) representative to the Implementation Board during Phases I and II.
- 14.2 During Phases I and II the RCMP shall be responsible for the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.
- 14.3 The Director of the DOPS shall be responsible for the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.
- 14.4 The Criminal Operations NCO shall be responsible for the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.
- 14.5 The Supervisors shall be responsible for the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 15: DAKOTA OJIBWAY POLICE OFFICERS

- 15.1 DOPS police officers shall be appointed as peace officers pursuant to The Provincial Police Act of Manitoba and any regulations made thereunder, and shall exercise their authority in accordance with their appointment.
- 15.2 During Phases I, II and III, DOPS police officers shall perform the duties as set out in the Implementation Plan attached as Schedule "B" to this Agreement.
- 15.3 During Phases I, II and III the Chief of Police shall perform the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.
- 15.4 During Phases I, II and III the Deputy Chief of Police shall perform the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.
- 15.5 The Deputy Chief of Police, when acting as Chief of Police, shall have all of the powers and responsibilities of the Chief of Police except to the extent that the Commission, in writing, directs otherwise.
- 15.6 During Phases I, II and III the Supervisors shall perform the duties set out in the Implementation Plan, attached as Schedule "B" to this Agreement.

SECTION 16: TRAINING

- 16.1 When directed by the Director and the Chief of Police in Phase I or Phase II, or the Chief of the DOPS in Phase III, the DOPS police officers will participate in such in-service and developmental training as required, at recognized police training institutes or at other training or educational institutions approved by Canada, the Province of Manitoba and the DOTC.
- 16.2 All DOPS police officers will be required to have such a level of training as is prescribed under The Provincial Police Act of Manitoba and any regulations made thereunder.

SECTION 17: MUTUAL ASSISTANCE AND OPERATIONAL COOPERATION

- 17.1 The DOPS and the RCMP will deal with law enforcement issues within their respective jurisdictions and responsibilities in a cooperative manner.

SECTION 18: CAPITAL ACQUISITIONS

- 18.1 Capital acquisitions required for the operation of the DOPS shall be purchased by the DOTC from the allocated funds shown in Schedule "A" to this Agreement.
- 18.2 During the term hereof all acquisitions purchased for the policing operations of the DOPS belong to the DOPS provided that such supplies and equipment are used exclusively by the DOPS for the provision of policing services in the DOTC Communities.
- 18.3 Upon the expiry or termination of this Agreement the ownership of all capital acquisitions, purchased by the DOPS pursuant to Section 18.1, will go to Canada and Manitoba who will agree on an appropriate manner of disposal.
- 18.4 The DOTC shall carry out competitive tendering for all capital acquisitions in a manner acceptable to both Canada and the Province of Manitoba.

SECTION 19: FINANCIAL ARRANGEMENTS

- 19.1 The maximum financial contributions of Canada and the Province of Manitoba during the remainder of the 1994 - 1995 Fiscal Year and the 1995 - 1996 Fiscal Year toward the eligible costs of operating the DOPS, the Commission, and the Local Police Committees, shall be as set out in the

Operational Budget, attached as Schedule "A" to this Agreement. In each ensuing Fiscal Year during the term of this Agreement, the eligible costs comprising an Operational Budget shall be as negotiated by the Parties, with such negotiations to commence on or before August 1 of the year immediately preceding the commencement of the relevant Fiscal Year to which such Operational Budget pertains.

- 19.2 Subject to Subsection 19.4 of this Agreement, the obligations of Canada and the Province of Manitoba to make any payment for the eligible costs of operating the DOPS, the Commission and the Local Police Committees will be based on the costs incurred by the DOPS and invoiced to Canada and the Province of Manitoba by the DOTC, but will not exceed the eligible expenditures and maximum amounts corresponding thereto as set out in Schedule "A" to this Agreement for the remainder of the 1994 - 1995 Fiscal Year and the 1995 - 1996 Fiscal Year, and the amounts of eligible expenditures and maximum amounts corresponding thereto as may be negotiated by the Parties pursuant to Section 19.1 for an ensuing Fiscal Year.
- 19.3 Without limiting Section 19.2 of this Agreement, the Parties acknowledge and agree that any cost of the training referred to in Section 16 of this Agreement, provided by the RCMP, shall be cost recovered by the RCMP from the DOPS, but the costs shall not exceed the approved training costs as set out in Schedule "A".
- 19.4 The financial contributions of Canada and the Province of Manitoba toward the costs incurred in the execution of this Agreement are subject always to the necessary grant of authority from, and appropriation of resources by, Parliament or the Legislature, as the case may be.
- 19.5 Canada shall:
- (a) upon the signing of this Agreement, and on April 1 of each Fiscal Year during the term of this Agreement, pay to the DOTC twenty five percent (25%) of the annual budget, excluding associated RCMP costs, for that Fiscal Year as set out in Schedule "A" of this Agreement;
 - (b) pay the associated RCMP costs of the total Operating Budget, attached as Schedule "A" of this Agreement, directly to the RCMP. The Province of Manitoba will be invoiced, on a quarterly basis, its 48% of these costs;

- (c) pay to the DOTC the balance owing for that same fiscal year on a monthly basis; such monthly payments shall be made on the first day of each month, beginning May 1 of each fiscal year.

19.6 (a) Canada shall provide quarterly invoices to the Province of Manitoba on July 1, October 1, January 1, and on March 31 in each Fiscal Year during the term hereof; each invoice shall cover 3/12 of the estimated total costs of the DOPS for that Fiscal Year.

- (b) All amounts payable by the Province of Manitoba shall be due sixty (60) days from the date of an invoice from Canada; payment shall be made by cheque payable to the Receiver General of Canada, or as Canada might otherwise direct in writing by registered mail; where Canada and the Province of Manitoba agree in writing, payments may be made by another method.

- (c) Any deficiency or over-payment by the Province of Manitoba in one Fiscal Year shall be credited or debited, as the case may be, in conjunction with the first invoice of the succeeding Fiscal Year.

19.7 Deficits arising from the provision of policing services during the term of this Agreement shall be the sole responsibility of the DOTC. At the expiry or earlier termination of this Agreement, the DOTC shall refund any unexpended amounts, of fixed line items as set out in the Operational Budget, to Canada and Canada shall pay to the Province of Manitoba its percentage (48%) share of such unexpended amounts.

19.8 If the amounts set out in Schedule "A" are insufficient to cover any additional costs caused by any unforeseeable and exceptional event that is outside of the control of the DOPS and could not be avoided by the exercise of due care by the DOPS or the DOTC, the Parties agree:

- (a) to discuss and determine whether or not an unforeseeable and exceptional event has occurred or exists; and
- (b) to determine whether any funding is available to cover such additional costs.

19.9 The DOTC shall:

- (a) use all financial contributions paid under this Agreement solely in support of costs associated with the provision of policing services to the DOTC Communities by the DOPS, the Commission and the Local Police Committees;

- (b) maintain financial records with respect to the costs of the DOPS, the Commission and the Local Police Committees in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook including proper records of all expenditures or commitments made by the DOTC in connection with the provision of policing services to the DOTC Communities and the invoices, receipts and vouchers relating thereto;
- (c) retain all materials and records pertaining to the eligible costs of the DOPS, the Commission and the Local Police Committees for a period of seven (7) years following the expiry or earlier termination of this Agreement;
- (d) within three (3) months following the end of each Fiscal Year, submit to Canada and the Province of Manitoba, an audited financial statement from a provincially qualified chartered accountant on the financial operations of the DOPS, the Commission and the Local Police Committees for that Fiscal Year and this statement will account for funds provided by Canada and the Province of Manitoba under this Agreement for the previous Fiscal Year's operations and will consist of a balance sheet and a statement of revenues and expenditures acceptable in form and content to both Canada and the Province of Manitoba; and
- (e) ensure that Canada and the Province of Manitoba have access, during the term of this Agreement and within two (2) years of its expiry or termination, to all financial materials, written inventory and other records pertaining to this Agreement upon twenty-four (24) hours notice and during business hours.

19.10 Canada and the Province of Manitoba may each appoint an independent auditor, at their own expense, to review the financial records and accounts maintained by the DOTC with respect to the costs of the DOPS, the Commission and the Local Police Committees to ensure that funds paid hereunder are being managed in accordance with the provisions of this Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of the financial records.

SECTION 20: INSURANCE

20.1 The DOTC shall be responsible, without limiting its obligations herein, to insure the operations of the DOPS, the Commission and the Local Police Committees and their respective members, employees, officers or agents under a contract of comprehensive or commercial general liability, with an

insurer licensed in the Province of Manitoba, in the amount of 5 million dollars (\$5,000,000) per occurrence insuring against bodily injury, personal injury, and property damage including loss of use. Such insurance shall include a blanket contractual liability.

- 20.2 The DOTC shall provide proof of all required insurance in a form acceptable to Canada and the Province of Manitoba at the time of the signing of this Agreement.
- 20.3 The DOTC shall maintain automobile liability insurance in an amount not less than 5 million dollars (\$5,000,000) on each of the vehicles owned, operated, leased by or in the name of the DOPS.
- 20.4 The costs of insurance shall be funded in accordance with Schedule "A" to this Agreement.

SECTION 21: INDEMNIFICATION

- 21.1 The DOTC shall indemnify and hold harmless Canada and the Province of Manitoba and their respective employees and agents from any and all losses, claims, damages, actions, causes of action, costs and expenses that may arise, directly or indirectly, out of any act or omission of the DOTC, its employees or agents, including without restricting the generality of the foregoing, the DOPS, the Commission, and the Local Police Committees and their respective members, employees, officers or agents in the performance of this Agreement. Such indemnity shall survive this Agreement.
- 21.2 Neither Canada nor the Province of Manitoba shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the DOTC, its employees or agents, including without restricting the generality of the foregoing, the DOPS, the Commission and the Local Police Committees and their respective members, employees, officers or agents in the performance of this Agreement.

SECTION 22: NON-EMPLOYMENT

- 22.1 Nothing in this Agreement shall be read or construed as conferring upon the DOPS, the Commission or the Local Police Committees or their respective officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada or the Province of Manitoba.

SECTION 23: DISPUTE RESOLUTION AND TERMINATION

- 23.1 Without prejudice to Subsection 23.3 of this Agreement, if any dispute arises between the Parties on the interpretation or implementation of any of the provisions of this Agreement, during Phases I and II, the matter shall be referred to the Implementation Board. The Implementation Board shall attempt to secure resolution of the dispute within a thirty (30) day time period.
- 23.2 If the dispute referred to in Subsection 23.1 of this Agreement prevents the application of one or more of the provisions of this Agreement, or if another situation arises which prevents the application of one or more of the provisions of this Agreement, or if the matter remains unresolved after referral to the Implementation Board in Phases I and II of this Agreement, the Parties shall, forthwith refer the matter to the Steering Committee by way of written notice. If the Steering Committee is unable to resolve the dispute within thirty (30) days of receipt of such notice, any of the Parties may invoke the provisions of Subsection 23.3 of this Agreement.
- 23.3 In the event of a breach, disagreement or other event preventing the application of one or more of the clauses of this Agreement which the Parties hereto, with the assistance of the Steering Committee, are unable to resolve through good faith participation in the dispute resolution process mentioned in Subsections 23.1 and 23.2 of this Agreement, any of the Parties may terminate this Agreement by giving the other Parties one hundred and twenty (120) days notice in writing of its intention to terminate this Agreement.
- 23.4 (a) In the event of any temporary interruption of police service provided by the DOPS to the DOTC Communities, the Commanding Officer of "D" Division of the RCMP, at the request of Manitoba and, in consultation with Canada and the DOTC, shall make best efforts to redeploy certain RCMP First Nations Community Police Service (RCMP-FNCPS) members currently in Manitoba to provide police service, on an interim basis only, to those communities.
- (b) The redeployment of RCMP-FNCPS members shall be consistent with Articles 8.6 and 3.1(c) of the Provincial Police Service Agreement.
- (c) Notwithstanding Article 8.0 of the Provincial Police Service Agreement, the total cost incurred in the provision of this emergency policing service shall be cost-shared on a 52% (Canada)/ 48% (Manitoba) basis.

- (d) In the event of the disbandment of the DOPS, the Parties agree, subject to the approval of the DOTC Communities, to expeditiously negotiate a Community Tripartite Agreement, under the RCMP-FNCPS.
- (e) The Parties will make best efforts to complete the negotiations for RCMP-FNCPS police service to the DOTC Communities within the time allocated for the dispute resolution and termination process pursuant to Section 23 of this Agreement.
- (f) The total cost incurred in the provision of RCMP-FNCPS service to the DOTC Communities will be cost shared on a 52% (Canada)/ 48% (Manitoba) basis.

SECTION 24: AMENDMENT

- 24.1 This Agreement shall not be varied by any oral agreement or representation or otherwise than by an instrument in writing of a current or subsequent date, to this Agreement, which is hereto duly executed by the Parties.
- 24.2 Should any DOTC Community wish to withdraw from the DOPS, such DOTC Community shall give six (6) months written notice, in the form of a Band Council Resolution following a community referendum, to the Parties and such notice shall specify the effective date of withdrawal.
- 24.3 Should any DOTC Community withdraw from the DOPS, the Parties agree that the necessary amendments shall be made to the Operational Budget for the Fiscal Year and subsequent years in which such DOTC Community ceased to participate in the DOPS.

SECTION 25: NOTICE

- 25.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid registered mail or facsimile as follows or to such other address or facsimile as is at any time by notice provided by a party in accordance herewith to the other Parties:

- (a) To Canada:

Solicitor General of Canada
340 Laurier Avenue West
Ottawa, Ontario
K1A 0P8
FAX: (613) 990-8312

(b) To the Province of Manitoba:

Minister of Justice
Legislative Building
Room 104
450 Broadway
Winnipeg, Manitoba
R3C 0V8
FAX: (204) 945-4133

(c) To the DOTC:

The Dakota Ojibway Tribal Council
702 Douglas Street
Brandon, Manitoba
R7A 7B2
FAX: (204) 725-2099

- 25.2 Any written notice given in the manner set out in Subsection 25.1 of this Agreement shall be deemed given if and when personally delivered or, if mailed in the manner therein provided, shall be deemed given five (5) business days after posting. Any notice transmitted by facsimile shall be deemed given and received on the date of transmission if received during normal business hours of the recipient, or on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.
- 25.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in Subsections 25.1 and 25.2 of this Agreement.

SECTION 26: EVALUATION

- 26.1 The police service delivered under this Agreement shall be evaluated and reports completed within each of the Phases at the direction of the Implementation Board in Phases I and II of this Agreement, and the Steering Committee in Phase III of this Agreement.
- 26.2 The Implementation Board shall establish terms of reference for the evaluations within six (6) months from the date that the last of the Parties

hereto executes this Agreement.

- 26.3 The Implementation Board shall prepare a detailed plan for the conduct of the evaluations in accordance with the terms of reference established by it as required under Section 26.2 of this Agreement.
- 26.4 The Implementation Board, or in the case of the evaluation of Phase III of this Agreement, the Steering Committee, shall ensure that the results of the evaluation are documented in a written report which shall be submitted to the Parties.

SECTION 27: GENERAL PROVISIONS

- 27.1 All references in this Agreement to "Canada" and "the Province of Manitoba" shall be interpreted so as to include, where appropriate, their duly authorized representatives.
- 27.2 The internal management of the RCMP, including the administration and determination and application of professional police procedures, shall at all times remain under the control of Canada.
- 27.3 Nothing in this Agreement shall be interpreted as limiting in any way the jurisdiction of the Province of Manitoba in respect of the administration of justice and law enforcement in the Province of Manitoba.
- 27.4 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 27.5 This Agreement will be governed by the laws in force in the Province of Manitoba and the Parties agree that the Courts of the Province of Manitoba and the Federal Court of Canada shall be competent to hear any case relating to a dispute under this Agreement.
- 27.6 Time shall be the essence of this Agreement.
- 27.7 No holder or former holder of a public office in the Government of Canada will obtain any direct or indirect benefit from this Agreement or, if he or she does, he or she will satisfy the requirements of the Conflict of Interest Code governing employees who are in or who have left the public service.

- 27.8 Pursuant to Section 38 of the Parliament of Canada Act, it is an express condition of this Agreement that no member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefits therefrom.
- 27.9 A waiver of any breach of this Agreement or of any of the terms or conditions by any Party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any Party to complain about a default of the terms of this Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.
- 27.10 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

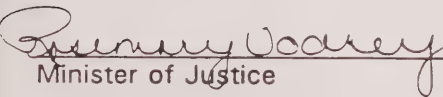
IN WITNESS WHEREOF the undersigned, duly authorized to that effect, have signed this Agreement in duplicate as of the day and year first written above.

ON BEHALF OF CANADA BY THE
SOLICITOR GENERAL OF CANADA


Solicitor General of Canada

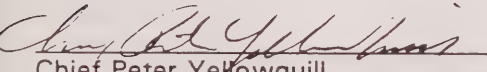

Witness

ON BEHALF OF MANITOBA BY THE
MINISTER OF JUSTICE OF MANITOBA


Minister of Justice


Witness

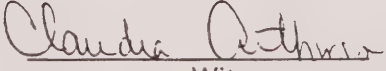
ON BEHALF OF THE DOTC BY
PETER YELLOWQUILL, CHIEF OF
LONG PLAIN BAND # 287


Chief Peter Yellowquill

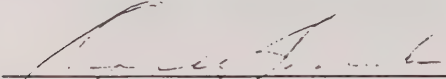

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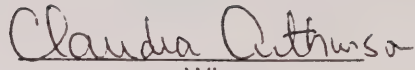
FELIX ANTOINE, CHIEF OF
ROSEAU RIVER BAND # 273


Chief Felix Antoine


Witness


ORVILLE SMOKE, CHIEF OF
DAKOTA PLAINS BAND # 288


Chief Orville Smoke


Witness

RONALD HALL, CHIEF OF
SIOUX VALLEY BAND # 290


Chief Ronald Hall

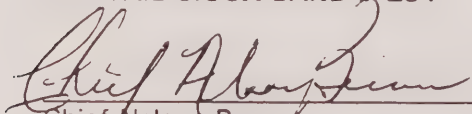

Witness


ALVINA CHASKE, CHIEF OF
OAK LAKE SIOUX BAND # 289


Chief Alvina Chaske


Witness

NELSON BUNN, CHIEF OF
BIRDTAIL SIOUX BAND # 284


Chief Nelson Bunn


Witness

SCHEDULE "A"

DAKOTA OJIBWAY POLICE SERVICE TOTAL OPERATING BUDGET 1994-1995 AND 1995-1996

	1994/95 JAN.-MARCH	1995/96 APRIL-MARCH
RCMP COSTS:		
* Salaries - RCMP	101,500.00	406,000.00
* Benefits - RCMP	13,418.30	53,673.20
Relocation - RCMP	140,000.00	0.00
DOPS COSTS:		
* Salaries - DOPS	191,168.58	825,000.00
* Benefits - DOPS	25,272.49	109,065.00
Relocation - DOPS	20,000.00	0.00
Sub-total	491,359.37	1,393,738.20
ADMINISTRATIVE COSTS:		
* Audit	1,250.00	5,000.00
Rent (Headquarters)	4,518.75	18,075.00
Sub-total	5,768.75	23,075.00
GENERAL EXPENSES:		
* Advertising & Publicity	400.00	1,600.00
* Casual Labour	10,500.00	43,600.00
Equipment Maintenance	1,300.00	5,600.00
* Equipment Purchases	1,300.00	5,600.00
Gasoline	9,000.00	40,000.00
General Stationary	2,000.00	8,000.00
* Insurance - Content	1,500.00	1,500.00
* Investigational Expenses	3,000.00	12,000.00
Lease - Detachments	14,000.00	56,000.00
* Legal	3,750.00	20,000.00
* Liability Insurance	37,800.00	75,600.00
Meetings	2,000.00	8,000.00
* Office Equipment	0.00	4,000.00
* Overtime	10,000.00	40,000.00
* Police - Communication	0.00	31,278.40
Police - C.P.I.C.	10,000.00	5,000.00
Postage	500.00	2,400.00
* Radio Licences	1,500.00	1,600.00
Relocation	13,200.00	8,000.00
Subscriptions	600.00	2,400.00

Telephone	6,300.00	26,400.00
Travel	2,000.00	8,000.00
* Training-Refresher/Upgrading	6,000.00	24,000.00
* Uniform Purchases	0.00	8,000.00
Utilities	6,158.50	26,400.00
* Vehicle Insurance	6,593.17	12,220.00
* Vehicle Maintenance	4,875.00	26,000.00
* Vehicle Purchases	0.00	136,500.00
Xerox	1,000.00	4,080.00
G.S.T. Expenses	2,000.00	8,000.00
Sub-total	157,276.67	651,778.40

OTHER EXPENSES:

Training - Police Commission and Local Police Committees	12,000.00	0.00
Training - Recruit	48,000.00	0.00
Sub-total	60,000.00	0.00

TOTAL	714,404.79	2,068,591.60
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* indicates funding lines where no funds may be transferred from, without prior consultation with and agreement by all the Parties.

SCHEDULE "B"

Implementation Plan Dakota Ojibway Police Service

The following phases are designed to ensure the successful implementation of the Dakota Ojibway Police Service (hereafter DOPS) in order that the DOPS will be effective, efficient, economical and professional in its delivery of police service to DOTC Communities.

PHASE I

- Management:** The DOPS will be managed by the Director, a non-commissioned RCMP officer at the rank of Staff Sergeant, under the guidance of the Implementation Board and the Commission.
- Composition:** The DOPS will consist of DOPS officers and seven (7) RCMP officers seconded to the DOPS including: a Director, five (5) Supervisors (at the rank of corporal), and a Criminal Operations NCO (at the rank of Sergeant).
- Time Frame:** 12 - 24 months (to be determined by the Steering Committee in consultation with the Implementation Board and the Commission)
- Key Objectives:** Completion of the following tasks:
- (i) the establishment of the Local Police Committees and the Commission, and the training of the police commissioners;
 - (ii) the recruitment and training of DOPS police officers and administrative staff; and
 - (iii) the development of administrative and operational policy for the DOPS.

Key Roles and Responsibilities:

DOTC

The DOTC will:

- establish the Commission;
- establish accountability mechanisms between the DOTC and the Commission;
- employ the requisite number of DOPS police officers and the Deputy Chief;
- select, hire and employ the Chief of Police; and
- employ the requisite number of administrative support staff.

Steering Committee

The Steering Committee will:

- oversee the implementation of this Agreement;
- resolve disputes in accordance with Section 23 of this Agreement; and
- determine the time frame for the transition from Phase I - Phase II.

Implementation Board

The Implementation Board will:

- maintain a forum for liaison and the promotion of cooperation among the Parties;
- support the Steering Committee in overseeing the implementation of this Agreement;
- resolve disputes between the Parties in accordance with Section 23 of this Agreement;
- provide support and advice to the Director, the Chief of Police and the Commission;
- establish, within six (6) months of the signing of this Agreement, the terms of reference and a detailed plan for the evaluation of the implementation of the DOPS in each of the three Phases;
- assist the Commission with the development of a framework for an annual evaluation of the DOPS; and
- ensure that the results of the evaluation are documented in a written report which shall be submitted to the Parties.

Chairperson of the Commission

The Chairperson of the Commission will:

- ensure that the Commission monitors the efficiency and effectiveness of the delivery of police service to the DOTC Communities by the DOPS;
- consult with and advise the DOTC on policing and related matters;
- manage the Commission, including holding regular meetings and preparing agendas; and
- be an ex-officio member of any Board that may be established by the Commission.

Commission

The Commission will:

- undertake training on the roles and responsibilities of police commissions and commission members;
- establish, in consultation with the DOTC, the goals, objectives and priorities of the DOPS and ensure their implementation;
- bring concerns regarding the policing of the DOTC Communities to the attention of the Director of the DOPS and the DOTC;
- assist in the identification and implementation of community policing initiatives;
- ensure that DOPS objectives, to protect life and property, enforce the law and implement preventative policing services, are met in an efficient, effective and professional manner;
- establish policies and standards for the effective management and administration of the DOPS, including performance standards for the Chief of Police;
- establish a Code of Conduct/Discipline and ensure that the DOPS has mechanisms for the impartial and independent appeal of grievances and redress on matters related to discipline and dismissal;
- monitor the use of the Budget set out in Schedule "A" of this Agreement for the DOPS and provide ongoing financial and administrative advice concerning the DOPS;
- provide an annual report to the DOTC with regard to the operation and administration of the DOPS;
- ensure that the DOPS maintains a complete and up-to-date occurrence reporting system and provides such reports as may be required;
- develop and conduct programs of public information and education relating to the Commission's roles and responsibilities;
- select a Chairperson from among its members; and
- meet not less than quarterly.

Local Police Committees

The Local Police Committees will:

- provide a representative to the Commission;
- identify local policing needs;
- develop community-based strategies, including crime prevention programs, that will assist the DOPS;
- liaise with the local Supervisor of the DOPS;
- make representations to the Commission on matters which are under its jurisdiction;
- select a Chairperson from among its members; and
- meet monthly.

RCMP

The RCMP will:

- provide seven (7) Members to the DOPS which shall include: a Director, five (5) Supervisors and one (1) Criminal Operations NCO;
- provide management, supervisory and investigative expertise;
- assist in the training of DOPS police officers where required; and
- assess the DOPS's communication system and provide recommendations to the Implementation Board.

Director

The Director will:

- report to the Implementation Board and the Commission;
- direct all aspects of the DOPS (including but not restricted to recruitment and hiring of staff, the budget, the formalization of policy and operational manuals, policy and procedures, and disciplinary procedures, etc.);
- assess training, equipment and human resource deployment and requirements;
- supervise DOPS personnel;
- submit other reports as directed by the Commission, Implementation Board and Steering Committee.

Criminal Operations NCO

The Criminal Operations NCO will:

- report to the Director;
- review, direct, evaluate and supervise all serious and/or complex investigations; and
- assess the investigative training requirements of the DOPS police officers.

DOPS Police Officers

DOPS police officers will:

- undertake appropriate training as recommended by the Director;
- deliver day-to-day police service to the DOTC Communities; and
- perform the following duties:
 - (i) preserving the peace;
 - (ii) preventing crime and establishing crime prevention programs;
 - (iii) providing culturally appropriate policing services in accordance with the needs of the DOTC Communities and the policies of the DOPS;
 - (iv) enforcing all applicable federal and provincial laws in the DOTC Communities and apprehending criminals, offenders and others who may be lawfully taken into custody;
 - (v) enforcing the duly-enacted band by-laws of the Communities, pursuant to Section 81.(1)(b),(c),(d),(n) and (o) and Section 85.1(1) of the Indian Act, R.S.C. 1985; and
 - (vi) executing all warrants and performing all duties and services in relation thereto that may, under the laws of Canada, Manitoba and the DOTC Communities, be executed and performed by peace officers.

Chief of Police

The Chief of Police will:

- report to the Director;
- undertake training as recommended by the Director;

- undertake administrative and operational duties as assigned by the Director; and
- complete the following tasks under the direction and guidance of the Director:
 - (i) develop an in-service training program;
 - (ii) develop administrative and operational manuals;
 - (iii) develop recruiting standards and procedures; and
 - (iv) review communication system needs.

Deputy Chief

The Deputy Chief will:

- report to the Director;
- undertake training recommended by the Director; and
- undertake administrative and operational duties as assigned by the Director.

Supervisors

The Supervisors will:

- report to the Director;
- assign operational tasks to the police officers in their respective communities and ensure that those tasks are accomplished in compliance with the objectives of the DOPS;
- prepare work schedules;
- evaluate DOPS police officers under their supervision; and
- ensure compliance with the Code of Conduct/Discipline and the operational and administrative standards and policies of the DOPS.

PHASE II

- Management:** The DOPS will be managed by the Chief of Police, assisted by the Director.
- Composition:** The duties and responsibilities of the Director will be assumed by the Chief of Police and the Director will remain in a coaching and assisting capacity;
- DOPS officers ready to assume supervisory responsibilities will replace selected Supervisors in Phase I; the Supervisors will remain in a coaching assisting capacity or be replaced at the direction of the Chief of Police and the Director; and
- the Criminal Operations NCO will continue to provide investigative expertise.
- Time Frame:** 8 - 12 months (to be determined by the Steering Committee in consultation with the Implementation Board and the Commission)
- Key Objective:** To transfer the operation of the DOPS to the DOTC.

Key Roles and Responsibilities:

DOTC

The DOTC will:

- continue to serve as the employer of the Chief, Deputy Chief, DOPS officers and administrative staff.

Steering Committee

The Steering Committee will:

- continue to oversee the implementation of this Agreement;
- determine the time line for entering Phase III; and
- resolve disputes in accordance Section 23 of this Agreement.

Implementation Board

The Implementation Board will:

- maintain a forum for liaison and the promotion of cooperation among the Parties;
- continue to support the Steering Committee in overseeing the implementation of this Agreement;
- continue to resolve disputes between the Parties in accordance with Section 23 of this Agreement;
- continue to offer support and advice to the Commission; and
- ensure that the results of the evaluation of the implementation of the DOPS are documented in a written report which shall be submitted to the Parties.

Chairperson of the Commission

The Chairperson of the Commission will:

- continue to perform the duties set out in Phase I of this Implementation Plan.

Commission

The Commission will:

- assume responsibility for the governance of the DOPS with the support of the Implementation Board; and
- continue to perform the duties set out in Phase I of this Implementation Plan.

Local Police Committees

The Local Police Committees will:

- continue to perform the duties set out in Phase I of this Implementation Plan.

RCMP

The RCMP will:

- provide a maximum of seven (7) Members to the DOPS as determined by the Director in consultation with the Commission and the Implementation Board;
- continue monitoring, coaching and training of the DOPS police officers; and
- continue to provide investigative expertise to the DOPS.

Director

The Director will:

- report to the Commission;
- transfer command of the DOPS to the Chief of Police;
- assume a monitoring, coaching and assessing role
- assess the capabilities of the Chief of Police and DOPS police officers and report his or her findings to the Commission and the Implementation Board.

Criminal Operations NCO

The Criminal Operations NCO will:

- continue to perform the duties set out in Phase I of this Implementation Plan.

DOPS Police Officers

The DOPS police officers will:

- continue to perform the duties set out in Phase I of this Implementation Plan; and
- assume supervisory responsibilities as determined by the Chief of Police in consultation with the Director.

Chief of Police

The Chief of Police will:

- report to the Commission with respect to the operation and administration of the DOPS and with respect to public complaints and discipline matters;
- manage the DOPS and oversee its operation in accordance with the objectives, priorities and policies established by the Commission;
- ensure that members of the DOPS carry out their duties in a manner that reflects the needs of the DOTC Communities;
- recruit and hire DOPS personnel;
- develop, in consultation with the Local Police Committees, crime prevention and community relations initiatives for the DOTC Communities;
- recruit suitable candidates for the DOPS in accordance with the criteria established by the Commission;
- ensure the maintenance of proper records and statistics on crimes, investigations, calls for police service and other relevant information and file an annual report on all aspects of the DOPS with the Commission;

- ensure that all members of the DOPS comply with the Code of Conduct/Discipline;
- submit budgets, expenditure reports and other reports as requested by the Commission in a timely fashion; and
- act as a liaison with other law enforcement and community agencies.

Deputy Chief

The Deputy Chief of Police will:

- report to the Chief of Police;
- act as Chief of Police in the latter's absence; and
- discharge other duties as directed by the Chief of Police.

Supervisors

The Supervisors will:

- report to the Deputy Chief of Police; and
- continue to perform the duties set out in Phase I of this Implementation Plan.

PHASE III

Management:	The DOPS will be managed by the Chief of Police under the governance of the Commission.
Composition:	100% DOPS police officers (all RCMP secondees will be removed)
Time Frame:	on-going
Objective:	the effective, efficient and professional delivery of police service to DOTC Communities

Key Roles and Responsibilities

DOTC

The DOTC will continue to be the employer of the DOPS personnel.

Steering Committee

The Steering Committee will meet as required. The RCMP representative to the Committee will relinquish his position.

Implementation Board

The Implementation Board will disband.

Chairperson of the Commission

The Chairperson of the Commission will continue to perform the duties set out in Phases I and II of this Implementation Plan.

Commission

The Commission will be responsible for full governance of the DOPS and continue to perform the duties set out in Phase I of this Implementation Plan.

One Federal and one Provincial representative will join the Commission as non-voting members.

Local Police Committees

The Local Police Committees will continue to perform the duties set out in Phase I of this Implementation Plan.

DOPS police officers

DOPS police officers will provide full police service to the DOTC Communities, and continue to perform the duties set out in Phases I and II of this Implementation Plan.

Chief of Police

The Chief of Police will continue to perform the duties set out in Phase II of this Implementation Plan.

Deputy Chief of Police

The Deputy Chief of Police will continue to perform the duties set out in Phase II of this Implementation Plan under the supervision of the Chief of Police.

Supervisors

The Supervisors will continue to perform the duties set out in Phase I of this Implementation Plan under the supervision of the Deputy Chief of Police.

SECTION 2

ENTENTE SUR LES SERVICES POLICIERS

ENTRE

LE CONSEIL INDIEN D'OBEDJIWAN
représenté par le Chef
(ci-après appelé le "Conseil")

PARTIE DE PREMIERE PART

ET

LE GOUVERNEMENT DU CANADA
représenté par le Solliciteur général du Canada
(ci-après appelé le "Canada")

PARTIE DE DEUXIEME PART

ET

LE GOUVERNEMENT DU QUÉBEC
représenté par le Premier ministre,
le ministre de la Sécurité publique et
le ministre des Ressources naturelles et
délégué aux Affaires autochtones
(ci-après appelé le "Québec")

PARTIE DE TROISIEME PART

ATTENDU que le Canada, le Québec et le Conseil s'entendent pour maintenir les services policiers dans la communauté d'Obedjiwan, à l'intérieur d'un cadre légal et administratif qui est compatible avec la juridiction du Canada à l'égard des Indiens et des terres réservées aux Indiens, et qui conserve au Québec sa juridiction et sa responsabilité en matière de maintien de l'ordre et de la sécurité publique sur le territoire québécois, et au Conseil, sa juridiction sur son territoire.

ATTENDU qu'il y a lieu de reconnaître au Conseil la plus large autonomie administrative possible en matière de services policiers.

ATTENDU qu'il y a lieu, à cet effet, de conclure une entente entre le Canada, le Québec et le Conseil.

LES PARTIES CONVIENNENT:

ARTICLE 1 - PRÉAMBULE ET ANNEXES

Le préambule ainsi que les annexes font partie intégrante de l'entente.

ARTICLE 2 - DÉFINITIONS

Dans la présente entente, et à moins que le contexte n'indique un sens différent, les mots et expressions qui suivent désignent:

2.01 Service de police: désigne l'ensemble des services policiers dispensés par les policiers autochtones de la communauté d'Obedjiwan, sur le territoire ci-après désigné:

Le bloc A, situé dans le canton de Toussaint, sur la rive nord du Réservoir Gouin, tel qu'illustré sur un plan d'arpentage produit par Claude Rinfret, a.g., et déposé le 26 octobre 1943 aux archives du Service de l'arpentage du ministère de l'Énergie et des Ressources du Québec.

La description territoriale qui précède ne vaut strictement que pour les fins de la présente entente. Elle est également faite sans préjudice aux positions respectives du Canada, du Québec et du Conseil quant aux limites territoriales de la réserve.

- 2.02 Policier autochtone: désigne une personne nommée et assermentée constable spécial conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) incluant le constable-chef et le(s) surnuméraire(s) du service de police.

ARTICLE 3 - OBJET

La présente entente a pour objet l'organisation et la prestation des services de police dans la communauté d'Obedjiwan.

ARTICLE 4 - GARANTIES JURIDIQUES ET CONSTITUTIONNELLES

La présente entente n'a pas pour effet de définir, limiter, reconnaître ou créer des droits ancestraux ou des droits issus de traités, ou y porter atteinte. De plus, elle ne doit pas être interprétée comme constituant une entente ou un traité au sens de l'article 35 de la Loi constitutionnelle de 1982.

ARTICLE 5 - MANDAT DU SERVICE DE POLICE

- 5.01 La responsabilité première du service de police est de maintenir l'ordre, la paix et la sécurité publique sur le territoire de la communauté d'Obedjiwan, conformément à l'ensemble des règlements et des lois en vigueur.
- 5.02 La Sûreté du Québec conserve tous les pouvoirs et responsabilités qui lui sont dévolus par la loi, sur l'ensemble du territoire québécois.

ARTICLE 6 - COMITÉ DE SÉCURITÉ PUBLIQUE

- 6.01 Les parties reconnaissent l'existence d'un comité de sécurité publique composé d'au moins trois membres parmi lesquels peut siéger un membre élu du Conseil.
- 6.02 Le comité de sécurité publique a pour fonctions de donner les orientations et les priorités communautaires au service de police et de veiller à la qualité de la prestation des services policiers fournis à la communauté d'Obedjiwan, sur son territoire. Les orientations et les priorités communautaires devront avoir été approuvées par le Conseil.
- 6.03 La Sûreté du Québec, par l'intermédiaire de son agent de liaison, participera sur demande au comité de sécurité publique afin de lui fournir l'information nécessaire à son mandat.

ARTICLE 7 - NIVEAU DE GESTION

- 7.01 D'un commun accord entre les parties, et ce, pour la durée de la présente entente, la gestion des services policiers sera partagée entre les autorités du Conseil et le ministère de la Sécurité publique.
- 7.02 Entre le 1^{er} avril 1996 et le 31 mars 1997, une évaluation sera faite par les parties en vue de déterminer si l'évolution de gestion du service de police entrera dans sa phase finale d'autonomie. Pour ce faire, les objectifs suivants devront avoir été atteints, à la satisfaction des parties:
- a) le Conseil se sera conformé au plan de gestion financière du service de police au niveau de la masse salariale et pourra se conformer à celui maintenu depuis le début de l'entente dans le domaine des dépenses opérationnelles;
 - b) la gestion de la masse salariale sera entièrement assurée par le Conseil;
 - c) le Conseil aura respecté les obligations contenues dans la présente entente;
 - d) les policiers autochtones auront respecté les procédés et les politiques administratives et opérationnelles que le Conseil aura approuvés au cours de la première année de l'entente; ces procédés et politiques tiennent lieu de directives à l'égard de la gestion des activités policières;
 - e) le constable-chef sera évalué par le centre d'appréciation du personnel policier de l'Institut de police du Québec et devra y obtenir une recommandation favorable;
 - f) le Conseil aura respecté le programme de formation prévu pour chacun des policiers autochtones, tel que décrit à l'annexe "A".
- 7.03 L'évaluation portera sur les effectifs en place sans égard à toutes modifications en ce qui concerne le personnel policier.

ARTICLE 8 - PERSONNEL

- 8.01 Le service de police est composé de cinq (5) policiers autochtones incluant le constable-chef. Un montant forfaitaire tel que déterminé à l'annexe "B" est prévu pour l'embauche de trois (3) surnuméraires.
- 8.02 La sélection des policiers autochtones et des surnuméraires se fait de la manière suivante:
- a) les autorités du Conseil présentent, sous forme de résolution, au Québec, une liste de candidats sélectionnés conformément à la politique d'embauche du Conseil; dans cette résolution, le Conseil demande au Québec de procéder à l'enquête de caractère de ceux-ci;

- b) l'enquête de caractère est effectuée par la Sûreté du Québec et les résultats sont transmis au Conseil;
- c) si le nombre de candidats retenus, après l'enquête de caractère, dépasse le nombre de policiers autochtones indiqués à 8.01, le Conseil procédera à la sélection finale.

8.03

La nomination et l'assermentation des policiers autochtones d'Obedjiwan se feront conformément aux articles 80 et 83 de la Loi de police (L.R.Q., chap. P-13) aux conditions suivantes:

- 1) Le Conseil demande, par voie de résolution, au ministère de la Sécurité publique, de recommander la nomination et l'assermentation des personnes mentionnées dans la résolution, à titre de policier autochtone, pour une durée à être déterminée.
- 2) Les policiers autochtones ainsi nommés pourront exercer leurs pouvoirs sur le territoire de la communauté d'Obedjiwan. Cependant, ils conservent leur statut de policiers autochtones pour tout le territoire de la province dans les cas suivants:
 - a) lors du transport d'un détenu étant accusé en vertu d'une infraction commise sur le territoire de la communauté d'Obedjiwan;
 - b) lors de l'exécution d'un mandat d'arrestation valide et dûment signé par un juge de paix;
 - c) lors d'une poursuite active initiée dans le territoire de la communauté d'Obedjiwan;
 - d) lors d'une enquête dans les municipalités de Roberval, La Tuque et Chibougamau, pour un crime commis sur le territoire de la communauté, et ce, à condition:
 - i) que le service de police de la municipalité concernée soit avisé et ait donné son accord sur toute action entreprise par le service de police de la communauté d'Obedjiwan;
 - ii) que le Conseil établisse une procédure à ce sujet consignée dans une directive connue des policiers autochtones qui doivent s'y conformer;
 - iii) qu'en cas de difficultés, la procédure prévoie la demande de l'assistance du corps de police de la municipalité en question;
 - iv) que cette enquête soit dûment consignée dans un registre tenu spécialement à cet effet.
- 3) Les policiers autochtones d'Obedjiwan peuvent porter assistance à la Sûreté du Québec à la condition que l'officier responsable dans les postes de Roberval, La Tuque, Chibougamau, Senneterre et Val d'Or en fasse la demande expresse au constable-chef d'Obedjiwan, et que ce dernier ait donné l'autorisation à ses policiers autochtones d'intervenir conformément à la politique établie par le Conseil.

Il est entendu que les policiers autochtones conservent leur statut d'agents de la paix lorsqu'ils portent assistance à la Sûreté du Québec aux conditions énoncées dans cet article.

- 8.04 Les policiers autochtones de la communauté d'Obedjiwan, exerceront leurs fonctions à l'emploi du Conseil.
- 8.05 Sous l'autorité du Conseil, le constable-chef est chargé de diriger le service de police de la communauté d'Obedjiwan ainsi que ses employés.

ARTICLE 9 - MATÉRIEL ET ÉQUIPEMENTS

- 9.01 Le matériel et les équipements nécessaires au bon fonctionnement du service de police seront acquis en fonction des budgets disponibles identifiés à l'annexe "B". Ces biens peuvent être obtenus auprès du service des approvisionnements de la Sûreté du Québec selon la procédure d'achat établie.
- 9.02 Si le matériel ou les équipements sont achetés auprès du service des approvisionnements de la Sûreté du Québec, les détails de ces achats seront fournis au Conseil par la Sûreté du Québec.
- 9.03 Le matériel et les équipements achetés appartiennent au Conseil.
- 9.04 Le Conseil s'engage à utiliser le matériel et les équipements achetés avec les sommes versées en vertu de la présente entente, aux seules fins des services policiers.

ARTICLE 10 - FINANCE ET ADMINISTRATION

- 10.01 Le budget du service de police pour chacune des années financières, tel que décrit à l'annexe "B", est de:
- | | |
|---|------------|
| 1 ^{er} déc. 1993 - 31 mars 1994: | 326 619 \$ |
| 1994-1995: | 570 298 \$ |
| 1995-1996: | 580 376 \$ |
| 1996-1997: | 513 208 \$ |
- 10.02 Le budget prévu dans la présente entente ne couvre pas les coûts supplémentaires occasionnés par un événement imprévisible et inhabituel constituant un cas de force majeure. Si cette force majeure devait affecter le budget des services policiers, les parties s'entendent pour en discuter.
- 10.03 Le budget indiqué à l'article 10.01 sera indexé annuellement, à compter du 1^{er} avril 1994, selon l'indice d'augmentation des prix à la consommation du mois de septembre de l'année précédente tel qu'établi par Statistiques Canada.
- 10.04 Le Canada et le Québec partageront les coûts du budget indiqué à 10.01 selon les modalités suivantes:
- 1) Cinquante-deux pour cent (52%) payé par le Canada et quarante-huit pour cent (48%) payé par le Québec;
 - 2) le Canada versera sa contribution directement au Québec qui assumera la totalité de la gestion des argents versés;

- 3) les montants payés par le Canada et prévus à l'annexe B se feront en quatre versements en conformité avec la Politique fédérale de la gestion de la Trésorerie;
- 4) le Québec effectuera trois versements au Conseil selon les besoins indiqués par ce dernier;
- 5) pour les fins de la présente entente, les paiements de fonds faits par le Canada pour les services policiers sont sujets à l'approbation des crédits nécessaires par le Parlement;
- 6) pour les fins de la présente entente, les paiements de fonds faits par le Québec pour les services policiers sont sujets à l'approbation du Conseil du trésor;
- 7) les fonds versés en vertu de la présente entente doivent servir uniquement aux fins des services policiers.

10.05 Le Conseil doit:

- 1) fournir au Québec un rapport mensuel et cumulatif des dépenses;
- 2) présenter au Québec un rapport d'évolution du budget (analyse et écarts);
- 3) permettre au Québec l'accès aux registres comptables, pièces justificatives, écrits approuvant les dépenses et tout autre acte ou document relié au maintien du service de police;
- 4) fournir sur demande du Québec une copie certifiée conforme par les autorités du conseil de toute pièce justificative d'une dépense;
- 5) transmettre au Québec, dans les quatre (4) mois qui suivent l'année financière, un rapport financier vérifié par un expert-comptable, comprenant un bilan, un état des revenus et des dépenses;
- 6) transmettre au Québec un état détaillé de l'utilisation des sommes allouées dans le budget établi à l'annexe B, au plus tard le 30 septembre de chaque année.

10.06 Tous les rapports transmis au Québec conformément à l'article 10.05 seront transmis par le Québec au Canada dans les trente (30) jours de leur réception.

10.07 Advenant le cas où les coûts réels d'opération du service de police sont inférieurs au total des contributions versées par le Québec et le Canada, l'excédent de ces sommes sera conservé et devra être utilisé uniquement aux fins des services policiers de la communauté d'Obedjiwan.

10.08 Le Québec s'engage à fournir au Canada un relevé annuel permettant d'assurer un suivi des dépenses reliées aux frais de formation.

10.09 Le Conseil s'engage à souscrire à une assurance générale feu-vol, incluant une assurance responsabilité employeur-employé, pour une somme minimum de 5 millions

par événement, à l'égard des préjudices pouvant être causés aux tiers par les policiers autochtones du service de police.

- 10.10 Le Conseil fournit, à la demande du Canada ou du Québec, une preuve d'assurance sous une forme jugée acceptable par ces derniers.
- 10.11 Le Conseil s'engage à assumer toute la responsabilité et indemniser le Canada et le Québec ainsi que leurs employés et mandataires respectifs en cas de réclamations, pertes, dommages, coûts, dépenses, actions et poursuites, actuels ou futurs, contre le Canada ou le Québec, ainsi que leurs employés ou mandataires respectifs en raison d'une blessure ou du décès d'une personne, d'une perte ou de dommages matériels causés par un acte, une omission ou un retard volontaires ou une négligence de la part du Conseil, de ses employés ou de ses mandataires, dans l'exécution de la présente entente. L'indemnisation survit à l'expiration de la présente entente.
- 10.12 Le Canada et le Québec ne peuvent être tenus responsables d'aucune lésion corporelle ni d'aucun dommage matériel, de quelque nature que ce soit, qui peut être causé au Conseil, à ses employés, ses mandataires ou à des tiers, dans l'exécution de la présente entente, à moins qu'ils n'aient été causés par la négligence ou un acte d'un employé ou mandataire du Canada ou du Québec agissant dans le cadre de son emploi ou de son mandat respectivement.

ARTICLE 11 - AUTRES DISPOSITIONS

- 11.01 Le Québec s'engage, par l'entremise de la Sûreté du Québec, à:
- 1) fournir l'expertise et le support technique requis pour l'administration des budgets alloués;
 - 2) fournir l'expertise nécessaire à la préparation, l'élaboration, la présentation et l'application des plans comptables;
 - 3) mettre à la disposition du Conseil les politiques et guides d'activités policières et de gestion;
 - 4) fournir le support opérationnel requis au bon fonctionnement du service de police:
 - a) par la visite régulière d'un agent de liaison dont les fonctions sont décrites à l'annexe "C";
 - b) par la formation opérationnelle sur place ou à un autre endroit;
 - c) par l'assistance de diverses unités de support opérationnel telles le bureau d'enquête sur les crimes majeurs, les spécialistes en drogue, alcool et moralité, les techniciens en identité judiciaire et d'autres spécialistes notamment dans le domaine des mesures d'urgence, de la sécurité routière, des relations communautaires et de la prévention du crime;

- d) par l'assistance de diverses unités de support administratif telles que la gestion des immeubles, les télécommunications, l'administration financière, le quartier-maître et les transports;
 - e) par l'assistance au constable-chef dans la planification, l'organisation et le contrôle des opérations policières de son service de police;
 - f) par l'assistance au constable-chef dans la préparation et l'application des programmes de prévention;
 - g) par des sessions de planification stratégique et tactique entre le service de police et la Sûreté du Québec;
 - h) par l'assistance au Conseil de l'évaluation du personnel du service de police;
 - i) par toute autre tâche convenue entre le Conseil et la Sûreté du Québec.
- 11.02 Les sommes prévues à l'annexe B pour les fonctions de l'agent de liaison et le soutien administratif seront utilisées pour les services identifiés à l'article 11.01.

ARTICLE 12 - RÉSILIATION DE L'ENTENTE


- 12.01 Si un manquement, mésentente ou autre situation empêche l'application de l'une ou de l'ensemble des clauses de la présente entente, les parties conviennent de former un comité en vue de solutionner celui-ci. Ce comité doit être formé d'un représentant de chacune des parties.
- 12.02 Si le comité n'arrive pas à régler le litige dans les trente (30) jours de sa dénonciation écrite et dûment signifiée aux parties, un préavis de quatre-vingt-dix (90) jours pourra être transmis par l'une des parties informant les autres parties de la résiliation de l'entente.
- 12.03 Advenant la résiliation de l'entente, les sommes non utilisées par le Québec et versées par le Canada doivent être retournées au Canada.

ARTICLE 13 - PÉRIODE DE L'ENTENTE

- 13.01 La présente entente prend effet à compter du 1^{er} décembre 1993 et se termine le 31 mars 1997.
- 13.02 Il n'y a pas de tacite reconduction de cette entente.
- 13.03 Six (6) mois avant l'échéance de la présente entente, les parties s'engagent à amorcer les négociations en vue de la signature d'une nouvelle entente tripartite.

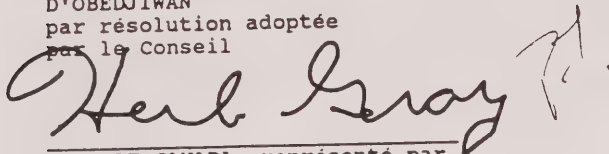
EN FOI DE QUOI LES PARTIES DUMENT AUTORISÉES A CET EFFET ONT
SIGNÉ:

FAIT A QUÉBEC, le 18 mars 1994.



CHEF DU CONSEIL INDIEN

D'OBEDIJIAN

par résolution adoptée
par le Conseil




POUR LE CANADA, représenté par
le SOLLICITEUR GÉNÉRAL DU
CANADA


POUR LE QUÉBEC, représenté par
le PREMIER MINISTRE

et par:


LE MINISTRE DE LA SÉCURITÉ
PUBLIQUE

et par:


LE MINISTRE DES RESSOURCES
NATURELLES ET DÉLÉGUÉ AUX
AFFAIRES AUTOCHTONES

ANNEXE "A"

PROGRAMME DE FORMATION DES POLICIERS AUTOCHTONES D'OBEDJIWAN

Pour les candidats réguliers, ils devront avoir complété 16 semaines de formation de niveau cégep qui touchent l'attestation d'études collégiales en matière policière et avoir complété le stage de 13 semaines à l'Institut de Police du Québec dont les cours sont les suivants:

- Règles de la preuve	Manoeuvres policières
- Discretion policière	Devoirs judiciaires
- Statuts provinciaux	Offenses criminelles
- Organisation et fonction policière	Manipulation sécuritaire des armes à feu
- Éducation physique	Techniques particulières
- Lois applicables aux mineurs	Garde et contrôle des prisonniers
- Rédaction de rapport	Règlements municipaux
- Administration	Drogues
- Enquêtes criminelles	Chicanes familiales
- Premiers soins	Techniques de patrouille
- Tribunal	Communication
- Intervention policière en situation de crise	Rencontre avec la Sûreté du Québec
- Prévention du crime	Fouille de personne
- Rapport d'accident	Télémandats
- Témoignage devant les tribunaux	Préparation à la remise des diplômes

Pour le policier-chef, un cours de 120 heures de gestion policière.

Pour les candidats surnuméraires, ils devront avoir complété un profil de 40 heures à l'Institut de Police du Québec dont les cours sont les suivants:

- Accueil
- Techniques d'intervention physique
- Pouvoirs d'arrestation
- Règles de la preuve
- Premiers soins
- Techniques de patrouille
- Rétroaction

ANNEXE "B"
BUDGET DU SERVICE DE POLICE (OBEDJIWAN)

	93-94 (4 mois) Déc. à mars	94-95	95-96	96-97
FRAIS DIRECTS				
Salaires et bénéfices margineux				
Salaires *	67 646	202 935	202 935	202 935
Prime du constable-chef	947	2 842	2 842	2 842
Primes, surnuméraires, temps supplémentaire	11 666	35 000	35 000	35 000
Secrétaire	5 000	15 000	15 000	15 000
Assurance-chômage	3 666	11 000	11 000	11 000
C.S.S.T.	1 034	3 100	3 100	3 100
SOUS-TOTAL DES SALAIRES	89 959	269 877	269 877	269 877
Autres dépenses opérationnelles				
TRANSPORT, COMMUNICATIONS	8 400	30 000	30 000	30 000
SERVICES PROFESSIONNELS				
Assurance-auto	4 000	8 000	8 000	8 000
Vérification et audition	750	1 500	1 500	1 500
Assurance responsabilité publique	2 000	2 000	2 000	2 000
Immatri-culation	550	550	550	550
Gardiennage	1 166	3 500	3 500	3 500
Frais bancaires	50	100	100	100
ENTRETIEN ET RÉPARATIONS	2 500	7 500	7 500	7 500
LOCATION				
Loyer	10 000	30 000	30 000	22 000
Télécommunications	29 000	3 000	3 000	3 000
ÉQUIPEMENTS ET APPROVISIONNEMENT				
Pneus et pièces	1 250	3 000	3 000	3 000
Habillage	16 000	8 000	8 000	8 000
Essence et huile	8 400	25 000	25 000	25 000
Matériel de bureau	7 500	2 000	2 000	2 000
TOTAL DES DÉPENSES OPÉRATIONNELLES	91 566	124 150	124 150	116 150
Capital				
Véhicules (2)	51 000	-	25 500	-
Véhicule tout terrain (1)	5 500	-	-	-
Motoneige (1)	5 500	-	-	-
TOTAL DU CAPITAL	62 000	0	25 500	0
TOTAL DES FRAIS DIRECTS	243 525	394 027	419 527	386 027
FRAIS INDIRECTS				
Formation	22 400	60 000	55 000	35 000
Salairé et bén. margineux agent liaison	47 300	94 600	82 775	70 950
Frais de soutien administratif (5.5% des frais directs)	13 394	21 671	23 074	21 231
TOTAL DU BUDGET	326 619	570 298	580 376	513 208
CANADA (52%):	169 842	296 555	301 796	266 868
QUÉBEC (48%):	156 777	273 743	278 580	246 340

* La masse salariale inclut les bénéfices margineux.

ANNEXE "C"

DESCRIPTION D'EMPLOI AGENT DE LIAISON

Description des tâches:

1. Assister le constable-chef dans la gestion du service de police autochtone.
2. Assister et conseiller le service de police autochtone, tant dans son travail opérationnel qu'administratif, en effectuant un suivi des travaux, en prodiguant des conseils et des suggestions, en agissant à titre de personne ressource auprès du ou des policiers autochtones en ce qui a trait à leur formation policière (ex.: rapports, enquêtes, etc.), afin de leur transmettre l'expertise acquise par la Sûreté du Québec.
3. Vérifier les dossiers opérationnels et administratifs avec l'aide du policier autochtone ou du constable-chef et l'assister dans l'épuration des dossiers, afin de vérifier si les politiques et les procédés administratifs sont bien suivis.
4. Assister le policier autochtone ou le constable-chef dans la planification, l'organisation et le contrôle de la quantité et de la qualité du travail, l'évaluation du personnel, la planification des vacances annuelles, la préparation des horaires de travail, en se référant à son expérience ainsi qu'aux connaissances acquises, afin d'obtenir le meilleur rendement possible.
5. Procéder à l'échantillonnage des rapports soumis par le ou les policiers autochtones avant de les soumettre soit à l'agent de liaison, à la cour ou au Substitut du procureur général, en s'assurant que tous les éléments sont inscrits aux rapports, afin de disposer de rapports complets, de qualité en répondant aux normes édictées, ainsi que d'informer le constable-chef des correctifs à apporter.
6. Exécuter les enquêtes de caractère lors du processus d'embauche en cueillant des renseignements sur les antécédents des candidats et de leur entourage, afin de s'assurer de la probité des personnes sélectionnées.
7. Signaler au comité de sécurité publique les écarts de comportement du ou des policiers autochtones.
8. Agir à titre de personne ressource, si requis, pour l'évaluation du constable-chef.
9. Assister le constable-chef dans la préparation des statistiques mensuelles du service de police autochtone.
10. Informer la Division des communautés autochtones de la Sûreté du Québec de l'avancement de l'implantation du service de police autochtone en préparant et soumettant un état de situation, afin d'assurer un suivi et suggérer les correctifs nécessaires.
11. Assister le constable-chef dans la préparation du rapport annuel sur les activités du service de police, en identifiant la nature des informations à colliger, en effectuant diverses recherches et en retenant les informations pertinentes, afin de produire le rapport annuel à l'intérieur des délais prévus.
12. Effectuer toute autre tâche connexe que peut lui confier son supérieur.

SECTION 3

AN AGREEMENT MADE AMONG:

THE BLOOD TRIBE,

as represented by its Chief and Council
(herein referred to as the "Blood Tribe")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the
Minister of Justice and Attorney General
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Solicitor General of Canada
(herein referred to as "Canada")

A BLOOD TRIBE/ALBERTA/CANADA

TRIPARTITE AGREEMENT ON POLICING

THIS AGREEMENT made as of the 14th day of March, 1995.

WITNESSETH:

THE BLOOD TRIBE,
represented by its Chief and Council
(herein referred to as the "Blood Tribe")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the
Minister of Justice and Attorney General
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Solicitor General of Canada
(herein referred to as "Canada")

WHEREAS:

The Parties wish to cooperate in the development and operation of effective and efficient policing services for the Reserve, consistent with the aspirations of the Blood Tribe, the principles of the Police Act of Alberta and the objectives specified in the First Nations Policing Policy (June, 1991);

- B. The Blood Tribe has by the By-law given to the Blood Tribe Police Commission the full responsibility for supervising the Blood Tribe Police Service which is entrusted with the duty for maintaining peace, order and public security; for providing the residents on the Reserve with a sense of security and safety from crime; for preventing crimes and other offenses; and for apprehending offenders and bringing them to justice;
- C. The Parties recognize that nothing in this Agreement shall represent a diminution or reduction of, nor prejudice or derogate from, aboriginal, treaty, constitutional or any other rights of the Blood Tribe; nor a diminution or reduction of, nor prejudice or derogate from, constitutional or any other rights of Canada and Alberta.
- D. The Parties to this Agreement recognize and acknowledge as a principle that effective policing by the Blood Tribe Police Service requires sufficient and secure funding and appropriate other support for the Blood Tribe Police Service's operations.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

- 1.1 Unless otherwise stated, the following terms shall, for the purposes of this Agreement, have the

following respective meanings:

- (a) **"Blood Tribe"** means the Blood Band;
- (b) **"Blood Tribe Police Commission"** means the body appointed under the By-law to govern the Blood Tribe Police Service;
- (c) **"Blood Tribe Police Service"** means the police service established by the Blood Tribe and operated pursuant to this Agreement;
- (d) **"By-law"** means the Blood Tribe Policing By-law #11, originally enacted 18 April 1980, and amended July 16, 1994, passed by the Council pursuant to the Indian Act, R.S.C. 1985, C.I-5, and as amended from time to time;
- (e) **"Council"** means the Chief and Council of the Blood Tribe;
- (f) **"fiscal year"** means the period beginning on April 1 in any year and ending on March 31 of the following year;
- (g) **"full policing responsibility"** means the responsibility to provide all policing services to the Reserve;
- (h) **"Monitoring Committee"** means the Committee established under section 9 of this Agreement;
- (i) **"Reserve"** means the Blood Indian Reserves No. 148 and 148A; and
- (j) **"Review Committee"** means the Committee established under section 10 of this Agreement.

SECTION 2: PURPOSE

2.1 The purposes of this Agreement are:

- (a) to establish the terms, conditions and relationships among the parties for the development, and operation of policing services for the Reserve;
- (b) to provide funding for the Blood Tribe Police Service according to Schedule "A"; and
- (c) to establish and operate the Blood Tribe Police Service, pursuant to the By-law.

2.2 The Council approves this Agreement in accordance with its responsibility for governing of the Blood Tribe's affairs and the Minister of Justice and Attorney General of Alberta shall in accordance with this Agreement approve this Agreement as an arrangement under section 5(1) of the Police Act of Alberta, S.A. 1988, Chapter P-12.01, and the Solicitor General of Canada approves this Agreement pursuant to his responsibilities under Order in Council PC 1992-270.

SECTION 3: SCHEDULES

3.1 The following schedules are hereby incorporated into and constitute part of this Agreement:

Schedule "A" - Multi-Year Funding Plan

Schedule "B" - Council Resolution

SECTION 4: TERM OF THIS AGREEMENT

- 4.1 This Agreement shall be deemed to have to come into force on April 1, 1994, and shall remain in force unless terminated according to the provisions contained in this Agreement.
- 4.2 Canada and Alberta shall contribute the amounts set out in Schedule "A" in this Agreement for the period from April 1, 1994 to March 31, 1999, subject to the termination provisions in this Agreement.
- 4.3 Prior to March 31, 1999 Canada's and Alberta's financial contributions under section 11 of this Agreement may be renewed for an additional period upon terms and conditions agreed to by the Parties.

SECTION 5: BLOOD TRIBE RESPONSIBILITIES

- 5.1 Subject to section 6.2, the Blood Tribe shall assume full policing responsibility for the Reserve, and by the By-law shall operate the Blood Tribe Police Service consistent with this Agreement and the principles of the Police Act of Alberta.
- 5.2 The Blood Tribe, through the Blood Tribe Police Commission, shall ensure that the Blood Tribe Police Service during the term of this Agreement shall provide adequate and effective policing services for the Reserve.
- 5.3 The Blood Tribe shall ensure that the Blood Tribe Police Service maintains complete and up-to-date operational records and provides information pertaining to such records as Canada and Alberta may request.
- 5.4 The Blood Tribe shall maintain the Blood Tribe Police Commission pursuant to the By-law and this Agreement and consistent with the principles set out in the Police Act of Alberta, to develop policies governing the management and operation of the Blood Tribe Police Service, establish grievance procedures, ensure accountability of the Blood Tribe Police Service to the community it serves, and appoint a Chief of Police to administer the Blood Tribe Police Service.
- 5.5 The Blood Tribe shall continue to provide adequate facilities for the operation of the Blood Tribe Police Service subject to available financial resources.

SECTION 6: ALBERTA'S RESPONSIBILITIES

- 6.1 Alberta shall:
- (a) identify generally accepted policing standards for use by the Blood Tribe Police Service;

- (b) when necessary and requested by the Blood Tribe Police Commission appoint the members of the Blood Tribe Police Service as peace officers;
 - (c) provide financial support and training as referred to in section 11 and set out in Schedule "A";
 - (d) provide professional policing advice through the office of the Director of Law Enforcement, Alberta Justice;
 - (e) provide training assistance as may be requested and agreed to between the Blood Tribe and Alberta;
 - (f) assess and advise, through representation on the Monitoring Committee and the Review Committee, on the development of the Blood Tribe Police Service; and
 - (g) ensure adequate and effective policing is maintained on the Reserve by providing through the tripartite process policy recommendation, program evaluation, financial reviews and policy advice.
- 6.2 Acting on the recommendation of the Review Committee, Alberta's Minister of Justice and Attorney General may, concurrently with the Blood Tribe Police Commission, assign to the Blood Tribe Police Service full policing responsibility, and Alberta's Minister of Justice and Attorney General may then withdraw the Provincial Police Service provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Canada and Alberta.
- 6.3 Where the Blood Tribe Police Commission is of the opinion that adequate and effective policing services are not being maintained by the Blood Tribe Police Service it may request Alberta's Minister of Justice and Attorney General to provide assistance to restore provision of adequate and effective policing services.
- 6.4 Where evaluation and review indicate to the Parties to this Agreement that adequate and effective policing services are not being maintained, the Parties shall take appropriate action to ensure that adequate and effective policing is resumed. If adequate and effective policing is not achieved and upon the agreement of the Blood Tribe Council, the Alberta Minister of Justice and Attorney General may direct the Provincial Police Service provided by the Royal Canadian Mounted Police to provide police services on the Reserve in accordance with the Provincial Police Service Agreement between Canada and Alberta.

SECTION 7: CANADA'S RESPONSIBILITIES

- 7.1 Canada shall:
- (a) provide financial support as referred to in section 11 and set out in Schedule "A";
 - (b) assess and advise, through representation on the Monitoring Committee and the Review Committee, on the development of the Blood Tribe Police Service; and
 - (c) through the tripartite process provide program evaluation and financial reviews during the term

of this Agreement.

SECTION 8: CO-ORDINATION

- 8.1 The Blood Tribe shall provide to officials of Canada and Alberta a copy of any proposed amendment to the By-law which would directly affect any arrangements under this Agreement at least 60 days prior to the Council giving final reading to such amendment.
- 8.2 Alberta shall discuss with the Blood Tribe proposed changes to Alberta's policing policies or legislation which would directly affect any arrangements under this Agreement.
- 8.3 The Parties agree to participate as members of tripartite negotiations and committees as all parties deem necessary.

SECTION 9: MONITORING COMMITTEE

- 9.1 The parties agree to establish a Monitoring Committee consisting of the following representatives or their alternates:
 - (a) the Police Chief and the Deputy Chief of the Blood Tribe Police Service;
 - (b) 1 representative of Alberta;
 - (c) 1 representative of Canada; and
 - (d) 1 representative of the Royal Canadian Mounted Police "K" Division.
- 9.2 The Monitoring Committee is responsible to the Blood Tribe Police Commission and will inform the Review Committee regarding the implementation of this Agreement which includes the following:
 - (a) develop terms of reference concerning:
 - (i) recruit field training;
 - (ii) training in the administration and operation of a police service; and
 - (iii) the provision of specialized policing services by Royal Canadian Mounted Police to the Blood Tribe Police Service.
 - (b) assist the Blood Tribe Police Commission as required in:
 - (i) providing professional policing advice and information; and
 - (ii) recommending policies and procedures concerning the operation of a police service;
 - (c) report regularly and as required to the Blood Tribe Police Commission and the Review

Committee.

- 9.3 Subject to the agreement of the participating committee members the Monitoring Committee may remain in existence as deemed necessary by the Blood Tribe Police Commission after the Blood Tribe Police Service assumes full policing responsibility.
- 9.4 The Monitoring Committee shall meet on such basis as it determines and may make rules governing the calling of its meetings, the procedures to be used at its meetings, the conduct of business at its meetings reporting and any other matter as required.

SECTION 10: REVIEW COMMITTEE

- 10.1 The parties agree to establish a Review Committee consisting of the following representatives or their alternates:
 - (a) Alberta's Director of Law Enforcement;
 - (b) the Chief Superintendent, Criminal Investigations, R.C.M.P. "K" Division;
 - (c) the Chairperson, and two additional representatives of the Blood Tribe Police Commission; and
 - (d) a representative of Canada.
- 10.2 The Review Committee shall:
 - (a) Review developmental progress of the Blood Tribe Police Service and recommend to the Blood Tribe Police Commission any measures that would further developmental progress;
 - (b) Determine developmental progress and readiness of the Blood Tribe Police Service to assume responsibility for the next level of occurrences and report that to the Blood Tribe Police Commission;
 - (c) Report to the Blood Tribe Police Commission, the Alberta Minister of Justice and Attorney General and the Solicitor General Canada when the Blood Tribe Police Service is considered ready to assume full policing responsibility; and
 - (d) Remain in place for one year after the Blood Tribe Police Service assumes full policing responsibility.
- 10.3 The Review Committee shall meet on such basis as it determines and may make rules governing the calling of its meetings, the procedures to be used at its meetings, the conduct of business at its meetings, reporting and any other matter as required.

SECTION 11: FINANCIAL ARRANGEMENTS

- 11.1 Subject to appropriations from the Parliament of Canada, as set out in Section 40 of the Financial Administration Act, Canada shall contribute to the Blood Tribe a sum of money for policing services on the Reserve in accordance with the funding levels outlined in Schedule "A" for the duration of this Agreement or to March 31, 1999, whichever period is shorter.
- 11.2 Subject to appropriations of the Legislature of the Province of Alberta, Alberta shall contribute to the Blood Tribe a sum of money for policing services on the Reserve in accordance with the funding levels outlined in Schedule "A" for the duration of this Agreement or to March 31, 1999, whichever period is shorter.
- 11.3 The annual financial contributions for each fiscal year from April 1, 1994 to March 31, 1999 are contained in Schedule "A".
- 11.4 Canada and Alberta shall fund the Blood Tribe Police Service in accordance with a ratio of 48% for Alberta and 52% for Canada of a sum sufficient to achieve policing standards equivalent to the generally accepted policing standards in the Province of Alberta. The actual contribution is not to exceed the negotiated cost identified in Schedule "A" for the policing services. The Blood Tribe may provide additional funding to further enhance policing services.
- 11.5 Without precluding special arrangements, Canada and Alberta shall pay the Blood Tribe the sums set out in Schedule "A" in accordance with a mutually agreed upon cash flow based on the Blood Tribe Police Service's operating budget for each fiscal year.
- 11.6 The financial contributions outlined in Schedule "A" of this Agreement shall not cover additional costs incurred because of an unforeseeable and exceptional event of a temporary nature. The Parties agree to discuss any such exceptional event having an impact on policing costs.
- 11.7 This Agreement does not preclude the Solicitor General of Canada, pursuant to his powers in relation to the Indian Policing Program, from providing funding (or financial support) to the Blood Tribe for other initiatives relating to the provision of policing services.

SECTION 12: REPORTING AND USE OF FUNDS

- 12.1 The Blood Tribe agrees to:
 - (a) maintain financial records in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook;
 - (b) engage a duly qualified accountant to prepare annual audited financial statements on its operations under this Agreement;
 - (c) submit to Canada and Alberta by June 30 following the end of each fiscal year during the term of this Agreement:

(i) a copy of the financial statements referred to in section 12.1(b); and

(ii) an annual program activity report which would include but not be limited to crime statistics, proactive policing and crime prevention initiatives, a determination of whether adequate policing is occurring; and

(d) grant Canada and Alberta and their representatives the right of access at all reasonable hours to the Reserve and to the relevant Blood Tribe facilities, and to all financial and other records pertaining to this Agreement, as may be reasonably requested.

12.2 The Blood Tribe agrees to use the appropriated funds transferred by Canada and Alberta under this Agreement solely for the delivery of policing program services pertaining to this Agreement as set out in Schedule "A". Funds unexpended at the end of a fiscal year may be retained by the Blood Tribe other than in the case of termination as outlined in section 14 of this Agreement. The Blood Tribe is solely responsible for the management of its budget and for any deficit incurred.

SECTION 13: REMEDIAL ACTION

13.1 Remedial action as referred to in this section and section 14 shall be interpreted as any action which has, or may have, the effect of remedying any:

(a) non-compliance by the Blood Tribe with any of the terms of this Agreement; or

(b) deficiencies of the Blood Tribe in the implementation of its obligations pursuant to Agreement.

13.2 If the Blood Tribe's audited financial statements are qualified, denied an opinion, or indicate a deficit, or if the annual program activity report indicates deficiencies in the implementation of its obligations pursuant to this Agreement, the Blood Tribe shall forthwith provide Canada and Alberta with a clear explanation of the causes of such deficiencies and may be required by Canada and Alberta to develop a remedial action plan to address these problems. The remedial action plan shall be submitted by the Blood Tribe for the approval of Canada and Alberta within the later of 90 days or another agreed upon period. If approved, the remedial action plan shall form part of this and successive arrangements in effect over the duration of the plan.

13.3 If the June 30 deadline for submitting the audited financial statements and the annual program activity report required by section 12 has not been met, Canada and Alberta may withhold further funds and may appoint an independent auditor, to whom the Blood Tribe agrees to provide access to all records and files related to this Agreement.

13.4 The Parties agree to make every reasonable effort to remedy problems which may arise from the administration of this Agreement.

13.5 Canada and Alberta, in consultation with the Blood Tribe, may take such action as may be considered appropriate in order to ensure Canada's and Alberta's responsibilities are met, public funds are safeguarded and the terms and conditions of this Agreement are complied with.

SECTION 14: TERMINATION

- 14.1 If no agreement can be reached on remedial action or the remedial action is not in the opinion of Canada or Alberta successful, or if the Blood Tribe breaches a substantive provision of this Agreement not expressly referred to in section 13, Canada or Alberta may terminate this Agreement upon giving at least 21 days notice in writing.
- 14.2 In addition to any other method provided for terminating this Agreement, any party may terminate this Agreement by serving at least 90 days notice in writing on the other parties indicating the intent and reasons for such termination.
- 14.3 If this Agreement is terminated by any party, decisions will be made by Canada, Alberta and the Blood Tribe at that time regarding the nature, scope and conditions of the services to continue to be delivered. Such decision will be communicated in writing.
- 14.4 Upon termination of this Agreement by any party,
- (a) the Blood Tribe shall:
- (i) ensure that all outstanding accounts have been satisfied for services rendered up to and including the day of termination; and
 - (ii) refund all unexpended funds to Canada and Alberta within 90 days of the termination of this Agreement; and
- (b) Canada and Alberta shall pay the Blood Tribe for services provided up to the termination date as well as reasonable costs necessary in the opinion of Canada and Alberta arising after the termination date from this Agreement or its termination. All decisions pertaining to termination will be communicated in writing.

SECTION 15: LIABILITY

- 15.1 The Blood Tribe shall indemnify and hold harmless Canada and Alberta and their respective employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Blood Tribe, its employees or agents, in the performance by the Blood Tribe of this Agreement. Such indemnity shall survive this Agreement.
- 15.2 Neither Canada nor Alberta shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Blood Tribe, its employees or agents in the performance of this Agreement.
- 15.3 The Blood Tribe shall, without limiting its obligations herein, insure its operations under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in Alberta, in an amount of not less than \$5,000,000.00 per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability.
- 15.4 The Blood Tribe shall maintain automobile liability insurance in an amount not less than \$2,000,000.00

on all vehicles owned, operated or licensed in the name of the Blood Tribe and used in the performance of this Agreement.

- 15.5 Proof of all required insurance, in a form acceptable to Canada and Alberta, shall be promptly provided to Canada and Alberta upon request.

SECTION 16: EVALUATION

- 16.1 The operation and administration of the Blood Tribe Police Service and the Blood Tribe Police Commission will be the subject of an independent evaluation, completed prior to the dissolution of the Review Committee, by evaluators to be selected by the Parties to this Agreement, and jointly funded by Canada and Alberta.
- 16.2 The purpose of the evaluation shall be to review the effectiveness of the Blood Tribe Police Service and to make recommendations regarding the future direction of the service and its funding requirements.
- 16.3 The parties agree to complete an evaluation prior to March 31, 1999.

SECTION 17: NOTICE

- 17.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid registered mail or by facsimile as follows or to such other address or facsimile as is at any time by notice provided by a party in accordance herewith to the other parties;
- (a) To the Blood Tribe:
Blood Tribe Administration
P.O. Box 60
Standoff, Alberta
T0L 1Y0
FAX: (403) 737-2336
 - (b) To Alberta:
Minister of Justice and Attorney General
320 Legislature Building
Edmonton, Alberta
T5K 2B6
FAX: (403) 422-6621
 - (c) To Canada:
Solicitor General of Canada
340 Laurier Avenue West
Ottawa, Ontario
K1A 0P8
FAX: (613) 993-5252

- 17.2 Any writing given in the manner set out in section 17.1 shall be deemed given if and when personally delivered or, if mailed in the manner therein provided, shall be deemed given five (5) business days after posting. Any notice transmitted by facsimile shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient, or on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.
- 17.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in sections 17.1 and 17.2.

SECTION 18: GENERAL PROVISIONS

- 18.1 The Preamble is incorporated into and forms a part of this Agreement.
- 18.2 The headings are inserted for convenience of reference only and do not form a part of and are not to be used in the construction or interpretation of this Agreement or any portions thereof.
- 18.3 This Agreement comes into effect upon signing of the parties and the approval and ratification of the Blood Tribe Chief and Council by a Council Resolution substantially in the form attached as Schedule "B"
- 18.4 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta.
- 18.5 Each of the parties shall take all actions as are reasonably within its power to control, and use its best efforts to cause other actions to be taken which are not within its power to control, so as to further comply with any conditions set out in this Agreement.
- 18.6 Time shall be of the essence of this Agreement.
- 18.7 Should any provision of this Agreement, in whole or in part, be or become invalid, illegal or not capable of performance, the validity or legality of the remaining provisions of this Agreement shall not be thereby affected. In any such case, in lieu of the invalid, illegal or inoperative provision, this Agreement shall be applied or interpreted in a reasonable manner which so far as legally permissible comes as close as possible to the application that the parties intended or would have intended according to the sense and purpose of this Agreement had they known of the invalidity, illegality or inoperativeness at the time of the execution of this Agreement.
- 18.8 A waiver of any breach of this Agreement or of any of the terms or conditions by any party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any party to complain about a default of the terms of the Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.
- 18.9 In the event of inconsistency between the terms of this Agreement and any of its Schedules, the terms of this Agreement shall govern, followed by the terms of Schedule "A" secondly, Schedule "B" thirdly, and finally by the terms of any subsequent schedule then in force.

18.10 This Agreement may be amended from time to time by agreement in writing by all parties.

18.11 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefits therefrom.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

THE BLOOD TRIBE

[Signature] Chief, Blood Tribe WBT Witness

[Signature] Council Member WBT Witness [Signature] Council Member WBT Witness

Elizabeth Scott Council Member WBT Witness [Signature] Council Member WBT Witness


Jack C. L. Reid Council Member WBT Witness [Signature] Council Member WBT Witness

[Signature] Council Member WBT Witness [Signature] Council Member WBT Witness


[Signature] Council Member WBT Witness [Signature] Council Member WBT Witness

[Signature] Council Member WBT Witness [Signature] Council Member WBT Witness

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

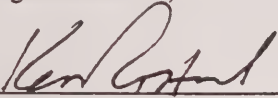


Minister of Justice and
Attorney General

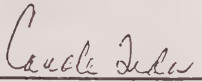


Witness

Approved pursuant to the Alberta
Government Organization Act,




Minister of Federal and
Intergovernmental Affairs

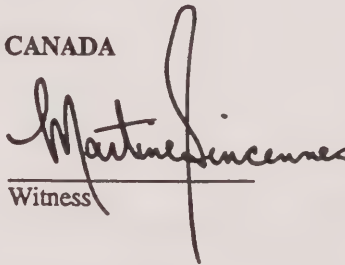


Witness

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Solicitor General of Canada



Witness

SCHEDULE "A"

BLOOD TRIBE POLICE SERVICE

MULTI-YEAR FUNDING PLAN

APRIL 1, 1994, TO MARCH 31, 1999

1994/95 BLOOD TRIBE POLICE SERVICE FUNDING SUMMARY

BLOOD TRIBE POLICE SERVICE APPROVED BUDGET (Approved by Blood Tribe Police Commission)	\$1,496,250
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TOTAL BUDGET	<u>\$1,496,250</u>
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REVENUE SUMMARY

CONTRIBUTION BY CANADA AND ALBERTA	<u>\$1,496,250</u>
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1995/96 BLOOD TRIBE POLICE SERVICE FUNDING SUMMARY

BLOOD TRIBE POLICE SERVICE APPROVED BUDGET	\$1,496,250
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TOTAL BUDGET	<u>\$1,496,250</u>
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REVENUE SUMMARY

CONTRIBUTION BY CANADA AND ALBERTA	<u>\$1,496,250</u>
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TOTAL REVENUE	<u>\$1,496,250</u>
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3. 1996/97 BLOOD TRIBE POLICE SERVICE FUNDING SUMMARY

BLOOD TRIBE POLICE SERVICE APPROVED BUDGET	\$1,496,25
TOTAL BUDGET	<u>\$1,496,25</u>
REVENUE SUMMARY	
CONTRIBUTION BY CANADA AND ALBERTA	<u>\$1,496,25</u>
TOTAL REVENUE	<u>\$1,496,25</u>

4. 1997/98 BLOOD TRIBE POLICE SERVICE FUNDING SUMMARY

BLOOD TRIBE POLICE SERVICE APPROVED BUDGET	\$1,49
TOTAL BUDGET	<u>\$1,496,25</u>
REVENUE SUMMARY	
CONTRIBUTION BY CANADA AND ALBERTA	<u>\$1,496,25</u>
TOTAL REVENUE	<u>\$1,496,25</u>

1998/99 BLOOD TRIBE POLICE SERVICE FUNDING SUMMARY

BLOOD TRIBE POLICE SERVICE APPROVED BUDGET	\$1,496,250
TOTAL BUDGET	<u>\$1,496,250</u>
REVENUE SUMMARY	
CONTRIBUTION BY CANADA AND ALBERTA	<u>\$1,496,250</u>
TOTAL REVENUE	<u>\$1,496,250</u>

Schedule "B"

WHEREAS the Blood Tribe Chief and Council had established the Blood Tribe Police Commission and Police Service to maintain peace and good order on the Blood Indian Reserve;

AND WHEREAS the Blood Tribe, the Provincial Government of Alberta, and the Government of Canada have responsibilities with respect to policing and all have undertaken a co-operative approach to the further development and operation of effective responsible policing on the Blood Indian Reserve;

AND WHEREAS the Blood Tribe, the Provincial Government of Alberta and the Government of Canada have negotiated a tripartite agreement with respect to policing on the Blood Indian Reserve;

AND WHEREAS the Blood Tribe Police Commission recommends the signing of the tripartite policing agreement by the Blood Tribe Chief and Council;

NOW THEREFORE BE IT RESOLVED THAT the Blood Tribe Chief and Council hereby approve the terms and conditions of the tripartite policing agreement among the Blood Tribe, Canada and Alberta;

BE IT FURTHER RESOLVED THAT the Blood Tribe Chief and Council approve the signing of the tripartite policing agreement by the Chief and Council on behalf of the Blood Tribe.

SECTION 4

AN AGREEMENT MADE AMONG:

LESSER SLAVE LAKE INDIAN REGIONAL COUNCIL,

a society incorporated under the laws of Alberta
as represented by its Grand Chief and Board of Chiefs
(herein referred to as the "Regional Council")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the
Minister of Justice and Attorney General
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Solicitor General of Canada
(herein referred to as "Canada")

A LESSER SLAVE LAKE INDIAN REGIONAL COUNCIL/ ALBERTA / CANADA

TRIPARTITE AGREEMENT ON POLICING

LESSER SLAVE LAKE REGIONAL POLICE SERVICE

* * *

TRIPARTITE AGREEMENT

* * *

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THIS AGREEMENT made as of the 14th day of March, 1995.

AMONG:

LESSER SLAVE LAKE INDIAN REGIONAL COUNCIL,
a society incorporated under the laws of Alberta
as represented by its Grand Chief and Board of Chiefs
(herein referred to as the "Regional Council")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the
Minister of Justice and Attorney General
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Solicitor General of Canada
(herein referred to as "Canada")

WHEREAS:

- A. The Parties wish to cooperate in the development and implementation of effective and efficient policing services for the Member Indian Reserves, consistent with the aspirations of the Regional Council, the principles of the Police Act of Alberta and the Federal First Nations Policing Policy (June, 1991);
- B. The Regional Council wishes the Regional Police Service to be responsible for maintaining peace, order and public security; for providing the residents on the Member Indian Reserves with a sense of security and safety from crime; for preventing crimes and other offenses; for apprehending offenders and bringing them to justice;
- C. The Member Indian Bands entered into the Lesser Slave Lake Indian Regional Council First Nations Police Services Master Agreement, dated February 17, 1994, which has attached as a schedule the Police Services By-Laws enacted in 1994 by the Member Indian Bands in which the Member Indian Bands authorized the Council to provide police services on the Member Indian Reserves in accordance with the Regulations, adopted by the said Police Services By-Law;

- D. The Parties recognize that nothing in this Agreement shall represent a diminution or reduction of, nor prejudice or abrogate or derogate from, aboriginal, treaty, constitutional or any other rights which have or may accrue to any of the Parties;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

- 1.1 Unless otherwise stated in this Agreement, the following terms shall, for the purposes of this Agreement, have the following respective meanings:
- (a) **"Board"** means the Lesser Slave Lake Regional Police Services Review Board established by Section 96 of the Regulations;
 - (b) **"Chief of Police"** means the Chief of Police of the Lesser Slave Lake Regional Police Service;
 - (c) **"Commission"** means the Lesser Slave Lake Regional Police Commission established by Section 5 of the Regulations to govern the Regional Police Service and this Agreement;
 - (d) **"Full Policing Responsibility"** means providing to the Member Indian Reserves all policing services by the Regional Police Service;
 - (e) **"Implementation Committee"** means the Committee established under Section 9 of this Agreement;
 - (f) **"Indian Reserve"** means those tracts of land, which have been set apart as a reserve as defined under the Indian Act, R.S.C. 1985, c.I-5;
 - (g) **"Master Agreement"** means the Lesser Slave Lake Indian Regional Council First Nations Police Services Master Agreement entered into between Driftpile First Nation Band No. 450, Duncan's Band No. 451, Kapawe'no First Nation Band No. 452, Horse Lake Band No. 449, Sawridge Band No. 454, Sturgeon Lake Band No. 455, Sucker Creek Band No. 456, Swan River First Nation Band No. 457, and the Lesser Slave Lake Indian Regional Council on February 17, 1994;
 - (h) **"Member Indian Band"** means an Indian Band as defined under the Indian Act that is a member of the Lesser Slave Lake Indian Regional Council and has executed the Lesser Slave Lake Indian Regional Council First Nations Police Services Master Agreement;
 - (i) **"Member Indian Reserve"** means an Indian Reserve of a Member Indian Band;

- (j) **"Police Services By-Law"** means the Police Services By-Law enacted in 1994, by the Councils of the Member Indian Bands, pursuant to the Indian Act, R.S.C. 1985, C.I-5;
- (k) **"Provincial Funding Restriction"** means a situation occurring during a fiscal year during which this Agreement is in force where:
 - (i) the Legislative Assembly of the Province of Alberta by appropriation approves a lesser amount than that put forward in the budget estimates for the Justice Department; or
 - (ii) pursuant to policy directives of Alberta or the Provincial Treasurer of Alberta, expenditure of Provincial Government monies, even if originally appropriated for purposes such as those described in this Agreement, is for reasons related to government fiscal restraint to be wholly or partially discontinued, reduced or restricted;
- (l) **"Regional Council"** means the Lesser Slave Lake Indian Regional Council;
- (m) **"Regional Police Service"** means the Lesser Slave Lake Regional Police Service established by Section 3 of the Regulations to govern the Regional Police Service and operated pursuant to this Agreement;
- (n) **"Regulations"** means the Lesser Slave Lake Indian Regional Council First Nations Police Services Regulations which are attached as Schedule "A" to the Police Services By-Law;
- (o) **"Review Committee"** means the Committee established under Section 10 of this Agreement.

SECTION 2: PURPOSE

2.1 The purposes of this Agreement are:

- (a) to establish the terms, conditions and relationships among the Parties for the development, operation and funding of the Regional Police Service for the policing of the Member Indian Reserves, to be phased in according to the procedures set out in Schedule "A" to this Agreement;
- (b) to establish and operate the Regional Police Service pursuant to the Police Services By-Laws, the principles of the Alberta Police Act and this Agreement; and
- (c) to provide funding for the Regional Police Service pursuant to Schedule "B" to this Agreement.

- 2.2 In order to achieve the purposes of this Agreement and the concurrent exercise of responsibilities, the Board of Chiefs of the Regional Council will pass a Band Council Resolution pursuant to the Indian Act authorizing the Grand Chief of the Regional Council to approve, on behalf of the Regional Council, the arrangements made in this Agreement; the Council of each Member Indian Band will pass a Band Council Resolution pursuant to the Indian Act authorizing the Chief of the Member Indian Band to approve, on behalf of the Member Indian Band, the arrangements made in this Agreement; Alberta's Minister of Justice and Attorney General agrees to authorize and approve this Agreement as an arrangement under Section 5(1) of the Alberta Police Act; and the Solicitor General of Canada by Order-in-Council PC 1992-270 dated February 13, 1992 has the authority to sign this Agreement.
- 2.3 The Regional Police Service, Commission and Board are hereby established and for the purpose of this Agreement the following sections of the Regulations are incorporated into and constitute part of this Agreement:
- (a) Sections 3, 4, 42-47 inclusive, and 49-58 inclusive of the Regulations establishing the Regional Police Service;
 - (b) Sections 5-32 inclusive of the Regulations establishing the Commission; and
 - (c) Sections 96 and 97 of the Regulations establishing the Board.

SECTION 3: SCHEDULES

- 3.1 The following schedules are hereby incorporated into and constitute part of this Agreement:

Schedule "A" -	Policing Implementation Plan for the Regional Police Service
Schedule "B" -	Multi-year Funding Plan

SECTION 4: TERM OF THIS AGREEMENT

- 4.1 This Agreement shall be in effect from April 1, 1995, until March 31, 2000, subject to the termination provisions contained in this Agreement.
- 4.2 One fiscal year prior to the expiry of this Agreement, this Agreement may be renewed for an additional period upon terms that are agreed to in writing by the Parties.

SECTION 5: REGIONAL COUNCIL'S RESPONSIBILITIES

- 5.1 The Regional Council shall proceed towards assuming Full Policing Responsibility for the Member Indian Bands in the stages set out in Schedule "A" to this Agreement and shall establish and operate the Regional Police Service consistent with this Agreement and the principles of the Alberta Police Act.
- 5.2 The Regional Council shall, through the Commission, ensure that the Regional Police Service during the term of this Agreement, provide adequate and effective policing services to the Member Indian Reserves.
- 5.3 The Regional Council shall, through the Commission, ensure that the Regional Police Service maintains complete and up-to-date operational records and upon request from Canada or Alberta provide to Canada and Alberta such information pertaining to such records as Canada and Alberta may request.
- 5.4 The Regional Council shall ensure that the Commission functions in accordance with this Agreement and the principles of the Alberta Police Act, develop policies governing the management and operation of the Regional Police Service, ensure accountability of the Regional Police Service to the communities it serves, establish grievance procedures, and appoint a Chief of Police to administer the Regional Police Service.
- 5.5 The Regional Council shall provide or make provisions for adequate facilities for the Regional Police Service which include:
 - (a) an area for the reception of the public;
 - (b) an area for secure processing and holding of a person detained, arrested or imprisoned; and
 - (c) secure area for the private meeting between a person and legal counsel.

SECTION 6: ALBERTA'S RESPONSIBILITIES

- 6.1 Alberta shall:
 - (a) determine minimum policing standards for use by the Regional Police Service, and as necessary appoint the members of the Regional Police Service as peace officers, upon the recommendation of the Commission;

- (b) provide financial support as referred to in Section 11 and set out in Schedule "B" to this Agreement;
- (c) provide professional policing advice through the office of the Director of Law Enforcement of the Department of Justice and Attorney General;
- (d) provide an exemption for the Member Indian Reserves under Section 5(1) of the Alberta Police Act in such manner as Alberta's Minister of Justice and Attorney General deems appropriate;
- (e) assess and advise, through representation on the Implementation Committee and the Review Committee, on the development of the Regional Police Service; and
- (f) ensure that adequate and effective policing is maintained on the Member Indian Reserves by providing policy direction, program evaluation and financial reviews.

6.2 Acting on the recommendation of the Review Committee, Alberta's Minister of Justice and Attorney General may, pursuant to his power under Section 5(1) of the Police Act, exempt the Member Indian Reserves from the operation of the appropriate provisions of the Police Act, and may, concurrently with the Commission, assign to the Regional Police Service Full Policing Responsibility. Alberta's Minister of Justice and Attorney General may, with the exception of certain protocol arrangements, then withdraw the Provincial Police Service, provided by the Royal Canadian Mounted Police, in accordance with the terms and conditions set out in Article 5 of the Provincial Police Service Agreement dated April 1, 1992 between Canada and Alberta.

6.3 Where the Commission is of the opinion that adequate and effective policing services cannot be provided by the Regional Police Service, it may request Alberta's Minister of Justice and Attorney General to take such action that will ensure adequate and effective policing services are resumed.

6.4 Where, in the opinion of Alberta's Minister of Justice and Attorney General, adequate and effective policing services are not being maintained by the Regional Police Service, Alberta's Minister of Justice and Attorney General may take such action to ensure that adequate and effective policing is resumed, including if necessary, reassignment of the Provincial Police Service, provided by the Royal Canadian Mounted Police, pursuant to the Provincial Police Service Agreement between Canada and Alberta, to the Member Indian Reserves. If Alberta's Minister of Justice and Attorney General decides to reassign the Provincial Police Service to the Member Indian Reserves, he may withdraw the authority which he granted to the Regional Police Service under Section 6.2 of this Agreement and carry out the reassignment of the Provincial Police Service pursuant to the Provincial Police Service Agreement.

- 6.5 When, pursuant to his power under Section 5(1) of the Police Act of Alberta, the Minister of Justice and Attorney General exempts the Member Indian Reserves from the operation of any section of the Police Act, notice of this exemption shall be given to all of the Parties.
- 6.6 When the Minister of Justice and Attorney General of Alberta makes an exemption under Section 5(1) of the Police Act of Alberta which permits the Regional Police Service to assume full policing responsibilities on the Member Indian Reserves, he shall notify all of the Parties before the Regional Police Service assumes Full Policing Responsibility.

SECTION 7: CANADA'S RESPONSIBILITIES

- 7.1 Canada shall:
- (a) provide financial support as referred to in Section 11 and set out in Schedule "B" to this Agreement; and
 - (b) through the tripartite process assess and advise, through program evaluation, financial reviews and representation on the Implementation Committee and the Review Committee, on the development of the Regional Police Service.

SECTION 8: CO-ORDINATION

- 8.1 The Regional Council shall provide to officials of Canada and Alberta a copy of any proposed amendment to any of the Police Services By-Laws at least 60 days prior to giving final reading by the Council of a Member Indian Band to such amendment.
- 8.2 Alberta shall discuss with the Regional Council proposed changes to Alberta's policing policies or legislation which would directly affect any arrangements under this Agreement.
- 8.3 In the event the Alberta Police Act is amended so as to affect arrangements under this Agreement or provisions in the Police Services By-Laws the Parties agree to forthwith discuss possible changes to this Agreement, and the Member Indian Bands agree to consider amendments to their Police Services By-Laws, if necessary, to ensure consistency with all statutory amendments.
- 8.4 The Parties agree to participate as members of tripartite negotiations and committees as all Parties deem necessary.

SECTION 9: IMPLEMENTATION COMMITTEE

- 9.1 The Parties agree to establish an Implementation Committee consisting of the following representatives or their alternates:
- (a) 2 representatives of the Commission;
 - (b) 1 representative of Alberta;
 - (c) 1 representative of Canada;
 - (d) 1 representative of the Royal Canadian Mounted Police "K" Division; and
 - (e) the Police Chief of the Regional Police Service.
- 9.2 The Implementation Committee is responsible for the implementation of the approved Implementation Policing Plan, attached as Schedule "A" to this Agreement, which includes the following:
- (a) develop terms of reference concerning:
 - (i) recruit field training;
 - (ii) training in the administration and operation of the Regional Police Service; and
 - (iii) the transition of policing duties from the Royal Canadian Mounted Police to the Regional Police Service;
 - (b) assist the Commission as required in:
 - (i) providing professional policing advice and information; and
 - (ii) developing policies and procedures concerning the operation of the Regional Police Service;
 - (c) report regularly and as required to the Commission and the Review Committee.
- 9.3 The Implementation Committee shall remain in existence until the Regional Police Service assumes Full Policing Responsibility.
- 9.4 The Implementation Committee shall meet on such basis as it deems necessary and may make rules governing the calling of its meetings, the procedures to be used at its meetings, the conduct of business at its meetings, reporting and any other matter as required.

SECTION 10: REVIEW COMMITTEE

10.1 The Review Committee is established consisting of the following representatives:

- (a) Alberta's Director of Law Enforcement, who shall be the Chairman;
- (b) the Officer in Charge, Criminal Operations, Royal Canadian Mounted Police "K" Division;
- (c) the Chairman, and two additional representatives of the Commission; and
- (d) a representative of Canada.

10.2 The Review Committee shall:

- (a) review developmental progress of the Regional Police Service and recommend to the Commission any remedial action that may be required;
- (b) determine developmental progress and readiness of the Regional Police Service to assume responsibility for the next level of occurrences and report that to the Commission;
- (c) report to Alberta's Minister of Justice and Attorney General, Canada and the Commission when the Regional Police Service is considered ready to assume Full Policing Responsibility; and
- (d) remain in place for one year after the Regional Police Service assumes Full Policing Responsibility.

SECTION 11: FINANCIAL ARRANGEMENTS

11.1 Subject to appropriations from the Parliament of Canada, Canada shall contribute to the Regional Council a sum of money for policing services on the Member Indian Reserves as they are defined in this Agreement, in accordance with the negotiated funding levels outlined in Schedule "B" to this Agreement.

11.2 Subject to Section 11.3, Alberta shall contribute to the Regional Council a sum of money for policing services on the Member Indian Reserves as they are defined in this Agreement, in accordance with the negotiated funding levels outlined in Schedule "B" to this Agreement.

- 11.3 Notwithstanding anything in this Agreement, if a Provincial Funding Restriction occurs, the liability and obligation of Alberta to provide funding or make a payment under this Agreement shall be reduced by an amount or percentage equivalent to the Provincial Funding Restriction, upon the giving by Alberta to the Regional Council of sixty (60) days written notice of the existence of a Provincial Funding Restriction.
- 11.4 The contributions referred to in Sections 11.1 and 11.2 shall consist of financial contributions set out in Schedule "B" to this Agreement and such other contributions for the provision of policing services by the Regional Police Service as may be agreed to in writing, from time to time, by Canada and Alberta.
- 11.5 The annual budget for each fiscal year during the term of this Agreement is contained in Schedule "B" to this Agreement.
- 11.6 During the term of this Agreement, Canada and Alberta shall fund the Regional Police Service in accordance with a ratio of 48% for Alberta and 52% for Canada of the negotiated costs identified in Schedule "B" to this Agreement in order to achieve policing standards equivalent to the generally accepted policing standards in the Province of Alberta. The Regional Council may provide additional funding beyond the level provided by Alberta and Canada to further enhance policing services to the Member Indian Reserves.
- 11.7 Without precluding special arrangements, Canada and Alberta shall pay to the Regional Council the sums set out in Schedule "B" to this Agreement in accordance with a mutually agreed upon cash flow based on the Regional Police Service's operating budget for each fiscal year.
- 11.8 The financial contribution in Schedule "B" shall not cover additional costs incurred because of an unforeseeable and exceptional event constituting a temporary measure. The Parties agree to discuss any such exceptional event having an impact on policing costs.
- 11.9 Notwithstanding the amount of money agreed in this section to be contributed by Canada and Alberta, the Regional Council agrees that Alberta and Canada shall have the right to reduce amounts otherwise payable under this Agreement if one or more of the Member Indian Bands withdraws from the Lesser Slave Lake Indian Regional Council First Nations Police Services Master Agreement, effective the date that such withdrawal occurs. The reduction in the contribution level shall be as agreed to among the Regional Council, Alberta and Canada, and failing agreement, then as determined by an arbitral tribunal composed of one arbitrator who shall be agreed upon by the Parties no later than 21 days from the date that any Party to this Agreement gives written notice to go to arbitration. If after 21 days from the date of notice the Parties have not agreed upon an arbitrator then the provisions of the Arbitration Act (Alberta), S.A. 1991, c.A-43.1 shall apply. The arbitrator shall be governed by the procedures for arbitration set out in the Arbitration Act (Alberta), S.A. 1991, c.A-43.1.

SECTION 12: REPORTING AND USE OF FUNDS

12.1 The Regional Council agrees to:

- (a) maintain financial records in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook;
- (b) engage a duly qualified accountant to prepare annual audited financial statements on its operations under this Agreement;
- (c) submit to Canada and Alberta by June 30 following the end of each fiscal year during the term of this Agreement:
 - (i) a copy of the financial statements referred to in Section 12.1(b); and
 - (ii) an annual program activity report which would include but not be limited to crime statistics, proactive initiatives and crime prevention, a determination of whether adequate and effective policing services are occurring and which demonstrates that the policing program is being implemented in accordance with Schedule "A"; and
- (d) grant Canada and Alberta and their representatives the right of access at all reasonable hours to the Regional Police Service facilities and to all financial and other records pertaining to this Agreement.

12.2 The Regional Council agrees to use the appropriated funds provided by Canada and Alberta under this Agreement solely for the delivery of policing program services as set out in Schedule "A". Other than in the case of termination as outlined in Section 14 of this Agreement, funds unexpended at the end of each fiscal year may be retained by the Regional Council. The Regional Council is solely responsible for the management of the contributions set out in Schedule "B" and for any deficit incurred by the Regional Police Service, except additional costs because of unforeseeable and exceptional events which may be provided for under Section 11.8.

SECTION 13: REMEDIAL ACTION

- 13.1** Remedial action as referred to in this section and Section 14 shall be interpreted as any action which has, or may have, the effect of remedying any:
- (a) non-compliance by the Regional Council with any of the terms of this Agreement;
or

(b) deficiencies of the Regional Council in the implementation of its obligations pursuant to this Agreement.

- 13.2 If the Regional Council's audited financial statements relating to this Agreement are qualified, denied an opinion, or indicate a deficit, or if the annual program activity report indicates deficiencies in the implementation of its obligations pursuant to this Agreement, the Regional Council shall forthwith provide Canada and Alberta with a clear explanation of the causes of such deficiencies and may be required by Canada and Alberta to develop a remedial action plan to address these problems. The remedial action plan shall be submitted by the Regional Council for the approval of Canada and Alberta within the later of 90 days or another agreed upon period. If approved, the remedial action plan shall form part of this and successive arrangements in effect over the duration of the plan.
- 13.3 If the June 30 deadline for submitting the audited financial statements and the annual program activity report required by Section 12 has not been met, Canada and Alberta may withhold further funds and may appoint an independent auditor, to whom the Regional Council agrees to provide access to all records and files related to this Agreement.
- 13.4 The Parties agree to make every reasonable effort to reach mutually acceptable remedial action to problems which may arise resulting from the administration of this Agreement. Where the remedial action plan undertaken by the Regional Council does not in the opinion of Canada and Alberta correct the problem, Canada and Alberta, in consultation with the Regional Council, shall have the right to initiate any remedial action deemed appropriate in order to ensure that Canada's and Alberta's responsibilities are met, public funds are safeguarded and the terms and conditions of this Agreement are complied with. Canada and Alberta shall advise the Regional Council accordingly in writing.
- 13.5 If agreement cannot be reached with the Regional Council on a remedial action plan within the time referred to in Section 13.2, Canada and Alberta may initiate any appropriate remedial actions.

SECTION 14: TERMINATION

- 14.1 If Canada or Alberta in good faith reach the opinion that the remedial action referred to in Section 13 is not successful in any substantial respect, or if the Regional Council breaches any other provision of this Agreement, Canada or Alberta may terminate this Agreement upon giving such period of notice in writing as it deems appropriate.
- 14.2 In addition to any other method provided for terminating this Agreement, any Party may terminate this Agreement as of March 31 of any year during the term of the Agreement, by serving at least 90 days notice in writing on the other Parties indicating the intent and reasons for such termination.

- 14.3 If this Agreement is terminated by any Party, decisions will be made by Canada, Alberta and the Regional Council at that time regarding the nature, scope and conditions of the services to continue to be delivered. Such decision will be communicated in writing.
- 14.4 Upon termination of this Agreement by any Party,
- (a) the Regional Council shall:
 - (i) ensure that all outstanding accounts have been satisfied for services rendered up to and including the day of termination; and
 - (ii) refund all unexpended funds to Canada and Alberta within 90 days of the termination of this Agreement; and
 - (b) Canada and Alberta shall pay the Regional Council for services provided up to the termination date, as well as reasonable costs incurred after the termination date and necessary in the opinion of Canada and Alberta arising from this Agreement or its termination. All decisions pertaining to termination will be communicated in writing.

SECTION 15: LIABILITY

- 15.1 The Regional Council shall indemnify and hold harmless Canada and Alberta and their respective employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Regional Council, its employees or agents, including, without restricting the generality of the foregoing, the Commission and the Regional Police Service, their respective members, employees or agents, in the performance by the Regional Council of this Agreement. Such indemnity shall survive this Agreement.
- 15.2 Neither Canada nor Alberta shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Regional Council, its employees or agents in the performance of this Agreement.
- 15.3 The Regional Council shall, without limiting its obligations herein, insure its operations under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in Alberta, in an amount of not less than \$5,000,000.00 per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability.
- 15.4 The Regional Council shall maintain automobile liability insurance in an amount not less than \$2,000,000.00 on all vehicles owned, operated or licensed in the name of the Regional Council and used in the performance of this Agreement.

- 15.5 Evidence of all required insurance, in a form acceptable to Canada and Alberta, shall be promptly provided to Canada and Alberta upon request.

SECTION 16: EVALUATION

- 16.1 The operation and administration of the Regional Police Service and the Commission will be the subject of an independent evaluation, completed by evaluators to be selected by the Parties to this Agreement. This evaluation will be funded by Canada and Alberta on a 52% (Canada) and 48% (Alberta) basis.
- 16.2 The purpose of the evaluation shall be to establish the effectiveness of the Regional Police Service and to determine the future direction of the service and its funding requirements.
- 16.3 The evaluation shall be completed one fiscal year prior to the expiry of the term of this Agreement.

SECTION 17: NOTICE

- 17.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid registered mail or by facsimile as follows or to such other address or facsimile as is at any time by notice provided by a Party in accordance herewith to the other Parties;

- (a) To the Regional Council:

Lesser Slave Lake Indian Regional Council
District Administration
P.O. Box 269
Slave Lake, Alberta
T0G 2A0

FAX: (403) 849-4975

- (b) To Alberta:

Minister of Justice and Attorney General of Alberta
320 Legislature Building
Edmonton, Alberta
T5K 2B6
FAX: (403) 422-6621

(c) To Canada:

Solicitor General of Canada
340 Laurier Avenue West
Ottawa, Ontario
K1A 0P8

FAX: (613) 991-0961

- 17.2 Any writing given in the manner set out in Section 17.1 shall be deemed given if and when personally delivered or, if mailed, in the manner therein provided, shall be deemed given five (5) business days after posting. Any notice transmitted by facsimile shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient, or on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.
- 17.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in Sections 17.1 and 17.2.

SECTION 18: GENERAL PROVISIONS

- 18.1 The Preamble is incorporated into and forms a part of this Agreement.
- 18.2 The headings are inserted for convenience of reference only and do not form a part of and are not to be used in the construction or interpretation of this Agreement or any portions thereof.
- 18.3 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta.
- 18.4 Each of the Parties shall take all actions as are reasonably within its power to control, and use its best efforts to cause other actions to be taken which are not within its power to control, so as to further comply with any conditions set out in this Agreement.
- 18.5 Time shall be of the essence of this Agreement.
- 18.6 Should any provision of this Agreement, in whole or in part, be or become invalid, illegal or not capable of performance, the validity or legality of the remaining provisions of this Agreement shall not be thereby affected. In any such case, in lieu of the invalid, illegal or inoperative provision, this Agreement shall be applied or interpreted in a reasonable manner which so far as legally permissible comes as close as possible to the application that the Parties intended or would have intended according to the sense and

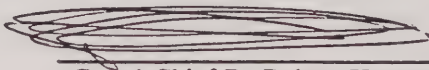
purpose of this Agreement had they known of the invalidity, illegality or inoperativeness at the time of the execution of this Agreement.

- 18.7 A waiver of any breach of this Agreement or of any of the terms or conditions by any Party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any Party to complain about a default of the terms of the Agreement shall not be construed as a waiver irrespective of how long such failure to act continues.
- 18.8 In the event of inconsistency between the terms of this Agreement and any of its Schedules, the terms of this Agreement shall govern, followed by the terms of Schedule "A" secondly, Schedule "B" thirdly, and finally by the terms of any subsequent Schedule then in force.
- 18.9 This Agreement may be amended from time to time by agreement by all of the Parties.
- 18.10 This Agreement shall enure to the benefit of and be binding upon any successor or successors to the Regional Council.
- 18.11 Nothing in this Agreement is to be read or construed as conferring upon the Regional Council, the Regional Police Service, the Commission, and the Board and their respective officers, employees, members, agents or contractors, the status of officer, employee, servant or agent or partner or joint venturer with Canada or Alberta.

18.12 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefits therefrom.

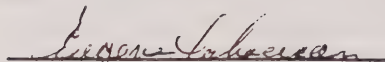
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first written above.

LESSER SLAVE LAKE INDIAN REGIONAL COUNCIL

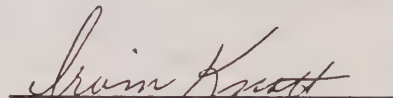


Grand Chief D. Robert Horseman on
behalf of the Regional Council

March 17, 1995
Date



Chief Eugene Laboucan
Driftpile First Nation Band



Chief Irvin Knott
Duncan's Band



Chief D. Robert Horseman
Horse Lake Band



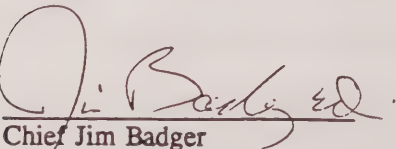
Chief Frank T. Halcrow
Kapawe'no First Nation Band



Chief Walter P. Twinn
Sawridge Band



Chief Alfred Goodswimmer
Sturgeon Lake Band



Chief Jim Badger
Sucker Creek Band



Chief Charlie Chalifoux
Swan River First Nation Band

HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA

March 14/95
Date

Brian Evans
Minister of Justice and
Attorney General

Approved pursuant to the Alberta
Government Organization Act,

March 22/95
Date

Karl Cortis
Minister of Federal and
Intergovernmental Affairs

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA

May 9, 1995
Date

Alfred Gray
Solicitor General of Canada

SCHEDULE "A"
LESSER SLAVE LAKE INDIAN
REGIONAL POLICE SERVICE
POLICING IMPLEMENTATION PLAN
1993/94 TO 1997/98

December 10, 1993

LESSER SLAVE LAKE REGIONAL POLICE SERVICE

IMPLEMENTATION SCHEDULE

1994/1995

Date	Action
October 1994	<ul style="list-style-type: none"> *Total funding approved for 12 officers @ \$75,000 per officer = \$900,000. *Funding available for 6 qualified officers April 1, 1995 and additional 6 qualified officers April 1, 1996.
October 1994	*Tripartite Agreement negotiations to begin.
January 1995	<ul style="list-style-type: none"> *Target date for completion of Tripartite Agreement. *Establish police service and police commission. Establish Review Committee and Implementation Committee. *RCMP member assigned as LSLRPS Chief of Police. *Develop protocol between RCMP and Lesser Slave Lake Regional Police Service. *Police officer candidate selection.
March 1995	*Target date for signing of Tripartite Agreement.

1995/1996

Date	Action
April 1995	<ul style="list-style-type: none"> *Funding begins for ?? experienced LSLRPS officers (Group 1). *Police Officer Recruit Training (PORT) begins for ?? LSLRPS recruits at Alberta Justice Staff College (Group 1). *Maximum number of LSLRPS officers = 6 officers in Group 1.
October 1995	<ul style="list-style-type: none"> *Recruit Field Training (RFT) with RCMP begins for LSLRPS recruits (Group 1). *Funding begins for successful LSLRPS recruits (Group 1). *PORT begins for ?? LSLRPS recruits (Group 2).
March 1996	*RFT completed by LSLRPS recruits (Group 1).

1996/1997

Date	Action
April 1996	<ul style="list-style-type: none"> *Funding begins for ?? experienced LSLRPS officers (Group 2). *Maximum number of LSLRPS officers = 6 (Group 2) *Begin Category "A" Occurrences. *RFT begins for LSLRPS recruits (Group 2). *Funding begins for successful LSLRPS recruits(Group 2).
October 1996	*RFT completed for LSLRPS recruits (Group 2).
December 1996	*Completion of Category "A" Occurrences.
January 1997	*Begin Category "B" Occurrences.

1997/1998

Date	Action
October 1997	<ul style="list-style-type: none"> *Completion of Category "B" Occurrences. *Review protocol arrangement RCMP/Lesser Slave Lake Regional Police Service.
October 1997	*Recommendation of the Review Committee to the Lesser Slave Lake Indian Regional Council regarding full policing responsibility - Band Council Resolution to Alberta Minister of Justice and Federal Solicitor General.
April 1, 1998	<ul style="list-style-type: none"> *Approval by Alberta Minister of Justice for LSLRPS to assume full policing responsibility. *Letter to Chiefs and Council exempting the Lesser Slave Lake Indian Regional Council Member Bands under Section 5 and 54 of the Alberta Police Act. *Lesser Slave Lake Regional Police Service, First Nations Chiefs and Councils accept full policing responsibility. *Lesser Slave Lake Regional Police Service assumes full policing responsibility.

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I. INTRODUCTION

A. BACKGROUND INFORMATION

Lesser Slave Lake Indian Regional Council

The Lesser Slave Lake Indian Regional Council is a provincially incorporated society representing nine Alberta Indian Bands. The member Bands are Driftpile River Band, Duncan's Band, Grouard Band, Horse Lake Band, Sawridge Band, Sturgeon Lake Band, Sucker Creek Band, Whitefish Lake First Nation and Swan River Band. The organization is directed by a Council, composed of the Chiefs of the nine member Bands. They occupy Reserves that are situated along a triangular line at various intervals west from the Town of Slave Lake to near the British Columbia border; northeast to near Grimshaw; and then southeast to the Town of Slave Lake.

The Lesser Slave Lake Indian Regional Council was formed because of a common interest in improving the economic and social conditions facing Indian people, and the realization that through a unified approach there is a better likelihood of achieving goals. To that end the Regional Council has successfully provided services to area Indians since 1975, when the Education Program was transferred to the Regional Council. Several program take-overs have followed, and now the Regional Council is seen as a forerunner in the area of growing Indian control and delivery of services and programs. With ongoing cooperation, unity and vision the Lesser Slave Lake Indian Regional Council will continue to be a trail blazer.

On August 13, 1979, the Master Agreement was signed, allowing the Lesser Slave Lake Indian Regional Council to take over the delivery of all Department of Indian Affairs district functions and their allotted funding. The Regional Council represents Indian Band members and offer some services to non-Band members who live on the Reserves. This agreement was a first in Canada, and created a direct contractual relationship between the Regional Council and the Minister of Indian Affairs.

The Regional Council now administers an annual budget of 28 million dollars, with which it manages the following programs:

- Social Development;
- Education;
- Capital Management and Band Support;
- Reserves, Trusts and Membership;
- Economic Development;
- Technical and Engineering Services (including Construction, Housing and Infrastructure);
- Employment Services;
- Finance and Administration and
- Child Welfare.

The Regional Council employs approximately 50 persons, primarily from Member Bands, to administer and look after programs from offices located at High Prairie and Slave Lake. In terms of other employment opportunities and economic activities, the following has been reported:

Lesser Slave Lake Indian Regional Police Service

The member Bands included in the Lesser Slave Lake Indian Regional Police Service are Driftpile River, Duncan's, Grouard, Horse Lake, Sawridge, Sturgeon Lake, Sucker Creek and Swan River. The Whitefish Lake First Nation has decided to pursue their own policing arrangements and is therefore not included in this plan.

Appendix "A" provides information about the economic activities and employment relating to six of the nine member Bands which was taken from a booklet entitled "Inventory of Infrastructure for Northern Alberta Communities 1990", which was prepared by the Northern Alberta Development Council. Information in this format was not available for the Sucker Creek Band or Sawridge Band.

Duncan's Band

On-Reserve employment opportunities are relatively few; however, off Reserve employment opportunities are available at Grimshaw, Fairview and Peace River.

Driftpile Band

The major economic activity of the Band is its farm. This is a mixed farming operation. An aggressive capital construction program is underway.

Grouard Band

The Grouard Alberta Vocational College and the Kapown Centre are the main source of employment opportunities. Seasonal work in the oil, gas and forestry sectors is available, but is dependent upon local demand from these industries.

Horse Lake Band

The principal economic activity is the Band-owned cattle company. A small road construction/grading business is in operation. Additional income has been derived from oil and gas leases. House construction is very active. There is some employment within Band administration.

Sawridge Band

The Town of Slave Lake was formerly known as Sawridge. The amenities of Slave Lake are by and large available to the Sawridge Band. Employment opportunities are available in Slave Lake generally and in particular at off Reserve businesses owned and operated by the Sawridge Band, such as, the Sawridge Hotel, Food Fair. Also at the Truck Stop and Restaurant located on the Reserve.

Sturgeon Lake Band

Agriculture (Band-owned farm), manufacturing, trucking and administration are the main economic activities of the Band. A 101 site campground is under development which will be owned and operated by the Band. Capital building projects are also being done.

Sucker Creek Band

This Reserve is located about 30 kilometres east of High Prairie. On-Reserve employment opportunities are relatively few; off-Reserve employment opportunities are available at High Prairie.

Swan River Band

Job creation programs by the Band administration has assisted in providing employment opportunities. Surrounding forestry and agriculture sectors provide some

employment to Band members. Off-Reserve employment opportunities are available at Slave Lake.

B. CURRENT LAW ENFORCEMENT SITUATION

The Government of Alberta is responsible for ensuring that an adequate and effective level of policing is maintained throughout Alberta.

Policing is currently provided to the member Bands of the Regional Council by the Royal Canadian Mounted Police (RCMP). This service is free of charge to the Bands and is paid for by the Province of Alberta and Canada under an arrangement set out in the Provincial Policing Agreement with the RCMP. This Agreement provides for provincial policing services throughout Alberta, including Indian Reserves, but does not include those towns and villages that have a population greater than 2500. It is primarily response to call policing with some proactive programs undertaken on an ad hoc basis to address specific situations.

The RCMP detachments that have the policing responsibility for the member Reserves are as follows:

<u>INDIAN RESERVE</u>	<u>RCMP DETACHMENT</u>
Horse Lake	Beaverlodge
Swan River Driftpile	Faust
Duncan's	Grimshaw
Grouard Sucker Creek Whitefish	High Prairie
Sawridge	Slave Lake
Sturgeon Lake	Valleyview

These Detachment Commanders are accountable to the Officer Commanding Peace River Sub-Division, who in turn reports to the Commanding Officer of "K" Division, in

Edmonton. They have at their disposal all the RCMP support services, including manpower as may be required to meet unusual demands for police service, as well as benefitting from co-located rural and municipal offices.

A three member RCMP satellite office is planned for the Village of Grouard. This satellite office will be responsible for policing the Grouard Reserve. Some preliminary discussions have taken place regarding the Lesser Slave Lake Indian Regional Police Service providing policing services to the Village of Grouard at a later date.

The RCMP utilize work stations on the Reserves at Sturgeon Lake and Grouard. A work station consists of a suitable office on the Reserve, usually in the Band office or fire hall, which is made available by the Bands at no cost to the RCMP.

The RCMP report that currently almost 6.32 person years are utilized to police the eight Reserves that will form the Regional Police Service.

Distances between the Indian Reserves and the RCMP detachment responsible for policing are as follows:

Valleyview:	16 km. to Sturgeon Lake;
High Prairie:	
	37 km. to Grouard;
	16 km. to Sucker Creek;
Grimshaw:	15 km. to Duncan's;
Faust:	15 km. to Swan River;
	10 km. to Driftpile;
Slave Lake:	1 km. to Sawridge; and
Beaverlodge:	25 km. to Horse Lake.

A secondary level of policing is available to member Bands, through the employment and appointment of special constables by the Alberta Minister of Justice, under Section 42 of the Police Act. Each appointment is in writing and specifies the authority, responsibilities, duties and the territorial jurisdiction of each of the special constables appointed. In each case the jurisdiction is restricted to the Reserve, with peace officer authority throughout Alberta in the execution of his duties. The RCMP have the policing responsibility for the respective Indian Reserves. Where required, working protocols were arranged in writing with the RCMP.

Horse Lake and Driftpile River Bands each employ a special constable. The Horse Lake Special Constable is providing first response to calls. Both positions are currently vacant. The RCMP are then called and conduct the investigation. Persons arrested by the special constables are held in RCMP cells.

STATEMENT OF INTENT

As set out in a Band Council Resolution it is the resolve of the Lesser Slave Lake Indian Regional Council to establish a Regional Police Service that will have full police powers to provide policing for eight of the nine Reserves of the Lesser Slave Lake Indian Regional Council Bands.

1. Mission Statement

LESSER SLAVE LAKE INDIAN REGIONAL POLICE SERVICE

OUR MISSION

The Lesser Slave Lake Indian Regional Police Service will provide Community Policing to eight of the nine Cree Indian Bands that are members of the Regional Council. The Cree culture, spirituality, religion and traditions will be an integral part of the policing program. The primary focus will be on Crime Prevention and serving the needs of these communities. We will be responsible for enforcing laws, maintaining peace, order, public security, and apprehending offenders. It is recognized that positive community relations are imperative for the effective performance of these duties. The Elders will be an essential component of the policing program, particularly in developing a working relationship and partnership with the Indian communities.

2. Principles

- Uphold the principles set forth in the Canadian Charter of Rights and Freedoms and the guarantees enjoyed by Canadians under the Charter;
- All members and employees will direct their efforts toward the fulfilment of the Regional Police Service Objectives;
- Be an integral part of the Indian communities and reflect the principle that the police are the public and the public are the police, with a view to improving public understanding and support for the police function and the 'rule of law';
- To conduct ourselves, both in our personal and professional lives, in such a way as to preserve our own good reputations, the good reputation of the Regional Police Service and generally to promote respect for law enforcement;
- To be role models for the youth of the communities;
- The enforcement of laws to be tempered with common sense, sound judgement and discretion;
- Use force only as a last resort where no other means may be used and any such force shall be in proportion to the circumstances of the incident;
- Conduct ourselves so as to maintain the trust and respect of the Indian communities by adopting strict standards of professional ethics that will ensure freedom from misconduct and corruption, by being impartial in the enforcement of laws, and by being free from undue political or other influences;
- Be accountable to the Indian communities, both formally through the Regional Police Commission and informally through public consultation and discussion; and
- Recognize the wisdom of the Elders constitutes an essential resource for the Police Service.

3. Objectives

- The principal objective is crime prevention. To this end, every effort of the Regional Police Service is to be directed;
- To encourage compliance with the law as a first resort, other than strict law enforcement through the court system;
- In concert with the communities establish local policing priorities;
- To provide our communities with high quality policing services designed to achieve peace, order and security, and to do so with sensitivity to culture, spirituality, religion, customs and language;
- To integrate police planning with other departments within the Lesser Slave Lake Indian Regional Council;
- To draw upon all community resources such as the Elders or community leaders;
- To work with other groups or agencies providing services to our communities; and
- To the greatest extent possible, ensure that the Regional Police Service is cost effective.

D. TERMS OF REFERENCE

In order to meet the previously stated principles and objectives the following schedule for assuming responsibility is proposed:

1. Phase I - Police Officer Recruit Training

The Alberta Department of Justice will provide Police Officer Basic Recruit Training to members of the Lesser Slave Lake Indian Regional Police Service at the Staff College.

2. Phase II - Recruit Field Training

The RCMP will provide Recruit Field Training for a period of six months commencing at the conclusion of Police Officer Recruit Training.

Until the development period is complete and the Alberta Minister of Justice has assigned responsibility for policing the Reserves to the Lesser Slave Lake Indian Regional Police Service, responsibility for providing policing services to the member Reserves will be held by the RCMP. Lesser Slave Lake Indian Regional Police Service members will work under the direction of the RCMP during the Recruit Field Training, and other developmental processes as agreed by both parties.

3. Phase III - Categories of Occurrences

This is a period of graduated delegation of responsibility for selected occurrences. The RCMP are to retain policing responsibility on the Reserves and oversee the performance of the Lesser Slave Lake Indian Regional Police Service during this developmental phase. Responsibility for policing will be delegated incrementally to the Lesser Slave Lake Indian Regional Police Service by the Lesser Slave Lake Indian Regional Police Commission on the recommendation of the Review Committee based on two levels of occurrences from the least serious to the most serious. The RCMP will be responsible to work on-site with the Lesser Slave Lake Indian Regional Police Service.

Category "A" Occurrences

At the successful conclusion of Police Officer Recruit Training and Recruit Field Training the Lesser Slave Lake Indian Regional Police Service will be delegated the responsibility for the following matters by the RCMP as recommended by the Review Committee and with the agreement of the Lesser Slave Lake Indian Regional Police Commission:

- Routine preventative policing, patrols and security of the participating member Reserves.
- Developing and delivering community based crime prevention programs.
- Criminal Code Driving Offences including Impaired Driving, Drive While Disqualified, Refusing the Breathalyzer. (The RCMP retain the right to enforce these matters when found committing but do not have the principal responsibility for them).
- Fail to Appear in Court and related matters.

- Disturbance, Damage, Trespass and related matters.
- Obstruct a Peace Officer - Lesser Slave Lake Indian Regional Police Service members only.
- Provincial statutes (RCMP retain the right to enforce these matters when found committing but do not have the principal responsibility for them).
- Execution and service of warrants and legal documents.
- All land disputes involving the Reserves where police involvement is necessary.
- Enforcement of all non-administrative Band By-Laws, including Animal Control on the Reserves.
- Enforcement of the appropriate sections of the Indian Act.
- Providing all necessary court documents for the Crown Prosecutor and the Courts.
- Break, Enter and Theft.
- Thefts and related matters.
- Common Assaults (non-life threatening).
- Threats.
- Escape and Unlawfully at Large.
- Motor vehicle accidents where minor injuries occur.
- All Summary Conviction matters not covered in Category "B".
- Fraud and related matters.
- Bawdy House, Prostitution, Gaming Part VII C.C.
- Morals - Part IV C.C.
- Excluding offences on Provincial Highways

The Review Committee may recommend that the Lesser Slave Lake Indian Regional Police Service progress to Category "B" occurrences prior to the expiration of the nine month period.

Category "B" Occurrences

The Lesser Slave Lake Indian Regional Police Service will be delegated responsibility for the following occurrences by the RCMP once the Review Committee make a recommendation, and the Lesser Slave Lake Indian Regional Police Commission has given its approval.

- Murder, Attempted Murder, Manslaughter and Infanticide.
- Robbery.
- Sexual Offences.
- Wounding and other assaults where injuries suggest death may result.
- Arson and related matters.
- Counterfeiting and related matters.
- Hostage and Abduction.
- Any offence or incident involving death or where death may result from injuries.
- Internal Theft/Fraud investigations into the Lesser Slave Lake Indian Regional Council or Member Band Administrations.
- Motor vehicle accidents when serious injury and/or death occur.
- All offences occurring on provincial highways. (Currently under consideration by the Alberta Minister of Justice.

After a nine month period of successful enforcement of Category "B" occurrences, the Review Committee and the Lesser Slave Lake Indian Regional Police Commission may make a recommendation to the Alberta Minister of Justice for the Regional Police Service to assume full policing responsibilities.

E. WORKING PROTOCOL WITH THE RCMP

Upon completion of Recruit Field Training responsibility for responding to and completing investigations into all complaints received in Category "A" will be delegated to the Lesser Slave Lake Indian Regional Police Service.

The RCMP shall have sole responsibility for occurrences in Category "B" during this period. The Lesser Slave Lake Indian Regional Police Service shall assist when requested and if available.

During the time responsibility for Category "A" and "B" Occurrences have been delegated to the Lesser Slave Lake Indian Regional Police Service, Forensic, Identification and other specialized services not normally maintained by the Lesser Slave Lake Indian Regional Police Service will be provided by the RCMP.

The Lesser Slave Lake Indian Regional Police Service shall provide 24-hour service on the Reserves and respond to requests for police assistance within their jurisdiction.

II.

THE LESSER SLAVE LAKE INDIAN REGIONAL POLICE SERVICE BY-LAW

The By-Law covers the following areas:

- ♦ Definitions.
- ♦ Establishment of the Regional Police Service, the Regional Police Commission and the Regional Police Services Review Board.
- ♦ The make-up procedures and duties of the Regional Police Commission.

The Commission shall consist of eight members appointed by the Regional Council; not more than two of the members will be members or employees of the Regional Council or the member Band Councils or employees of the member Bands. The term of office for a person appointed to the Commission shall be two years or such longer period as the Regional Council decides. Members of the Commission must be a member of a member Indian Band, however, the Regional Council may appoint one non-member. The Commission shall elect from amongst themselves a Chairman and Vice-Chairman, who are not members of the Regional Council or employees; or members of a Band Council, or employees of a member Band. The functions of the Commission shall be in accordance with the provisions of the By-Law.

- ♦ Eligibility for Chief of Police and Police Officers.
- ♦ Procedures for complaints and discipline.
- ♦ General information respecting detention facilities, uniforms, and the Regional Police Commission's authority to establish policies.
- ♦ The authority for the Regional Council to enter into an arrangement or agreement for the policing of the member Reserves that it considers proper with the federal and provincial governments and other parties.
- ♦ The authority for the Regional Council to enter into a contractual agreement for policing other territory within Alberta, by the Lesser Slave Lake Indian Regional Police Service, subject to the approval of the provincial and federal governments as may be required.

III.

ORGANIZATION

A. MANPOWER

Residents of the member Reserves have made it quite clear that the role of the Regional Police Service must be one of peacekeeping, involving a significant increase in the amount of crime prevention activity, particularly with the young people. In this way it is their hope that peace, order, and public security will be recognizably present, and the fear of crime absent. To this end, it is the hope of the Elders and other residents of the Reserves that the police will look to other ways to encourage compliance with the law as a first resort, other than strict law enforcement through the court system. The police will be expected to work closely with their communities in setting policing priorities and be sensitive to the Cree customs and culture.

When a police service is not located in a community for which it has a mandate to police, many crimes and other complaints go unreported. Consequently, many of the people in these communities do not have a sense of security and often have a real fear of being the victim of a crime.

The communities that are part of the Lesser Slave Lake Indian Regional Council want policing services that are equal in quality to policing found in other communities elsewhere in their area.

The following chart shows the names of the Indian Reserves, the approximate square acres that they occupy and the number of persons residing on the respective Reserve as of September 16, 1992.

<u>RESERVE</u>	<u>APPROXIMATE SQUARE ACRES</u>	<u>*RESIDENT ON-RESERVE</u>
Driftpile	15,688	517
Duncan's	5,995	85
Grouard	1,089	44
Horse Lake	7,658	320
Sawridge	5,296	23
Sturgeon Lake	22,380	792

Sucker Creek	14,794	516
Swan River	10,672	241
TOTAL:	83,572	2,538

* This is an estimate only

* These are the current number of Band members registered as provided by Indian and Northern Affairs Canada.

The following Crime and Traffic statistics were provided by the RCMP from their Operational Statistics Reporting (OSR) system for each of the above Reserves for the calendar years 1991 and 1992.

CC = Criminal Code less CC Driving Offences
 PROV = Provincial Offences less Provincial Traffic
 PT = Provincial Traffic Offences
 CCT = Criminal Code Traffic Offences
 RES = Reserve
 DET = Detachment

1991

<u>Indian Reserve/Det</u>	<u>CC</u> Res/Det	<u>PROV</u> Res/Det	<u>PT</u> Res/Det	<u>CCT</u> Res/Det
Horse Lk/Beaver Lodge	34/513	2/215	6/128	6/145
Swan River/Faust	25/454	4/200	0/845	0/120
Driftpile/Faust	133/454	25/200	16/845	14/120
Duncan/Grimshaw	5/164	0/83	1/656	1/86
Freeman/High Prairie (Grouard)	2/682	1/164	0/856	0/110
Sucker Crk/High Prairie	29/682	2/164	3/856	2/110
Sawridge/Slave Lake	2/322	1/167	20/477	30/114
Sturgeon Lk/Valleyview	170/325	22/136	8/1692	11/233

1992

Horse Lk/Beaverlodge	33/538	4/174	4/1203	10/87
Swan River/Faust	18/491	7/164	2/615	0/47
Driftpile/Faust	177/491	41/164	40/615	20/47
Duncan/Grimshaw	25/187	2/114	1/758	1/38
Freeman/H.Prairie (Grouard)	0/636	0/148	0/863	0/148
Sucker Crk/H.Prairie	27/636	5/148	4/863	0/148
Sawridge/Sl.Lake	25/272	19/62	5/371	5.65
Sturgeon Lake/Valleyview	167/293	58/144	30/1909	18/91

As mentioned previously 6.32 RCMP members currently provide services to these Reserves. This figure does not include supervisory support. The final figure in terms of manpower to provide adequate level of policing services will have to take into account that the demands for policing services and that Criminal Code occurrences will increase once the Regional Police Service begins operating on the Reserves. Additionally it is recognized that more officers are required in a developing Police Service.

With an establishment of 12 Regional Police Officers, Police Posts will be established on the Horse Lake, Sturgeon Lake, Sucker Creek, Driftpile River and Swan River Reserves. Each Post will have a total of two officers with the exception of Sturgeon Lake Reserve which will have 3 officers. Each Post would become operational as trained police officers become available and approval to proceed is given by the Review Committee.

Notwithstanding the regional proposal for 16 Regional Police Officers, a final determination of the actual number of officers will be made through negotiation between Canada, Alberta and Lesser Slave Lake Indian Regional Council.

Due to the small Band population located on Sawridge, Grouard and Duncan's Reserves, it is not a viable option to establish a fully operational Police Post. Consequently, a work station will be located on each of these Reserves where Regional Police Officers will attend from a host Police Post at scheduled and non-scheduled times to meet with residents, take complaints, carry out enquiries and work on crime prevention initiatives in partnership with the communities.

The success of the Regional Police Service will depend on a great many factors: a Police Commission that takes its mandate very seriously and provides broad direction and support to the police; headed by a highly motivated Chief of Police; and, properly trained and dedicated police officers.

1. Chief of Police

The Chief of Police of the Regional Police Service is responsible for the following:

- the preservation and maintenance of the public peace and the prevention of crime on the participating member Reserves that make up the Regional Council;

- the maintenance of discipline and the performance of duty within the Regional Police Service, subject to the Code of Ethics and Discipline appended to the Policing By-Law;
- the day to day administration;
- the application of professional police procedures;
- the enforcement of policies sanctioned by the Regional Police Commission; and
- for the purposes of the foregoing, the Chief of Police shall issue orders and make directives as he considers necessary.

The Chief of Police is responsible to the Regional Police Commission for the following:

- the operation of the Regional Police Service;
- the manner in which he carries out his responsibilities as heretofore outlined;
- the administration of the finances and operations of the Regional Police Service;
- the reporting to the Commission of any information concerning the activities of the Regional Police Service that the Commission may request, other than information concerning individual investigations or intelligence files; and
- the reporting to the Commission of any complaint made against the Regional Police Service or its members and the manner in which the complaint is resolved.

The Chief of Police must be an experienced police officer and meet the qualifications specified by the Regional Police Commission.

2. Senior Constable

The Senior Constable will be in charge of the Police Posts and work stations in their areas, and will be fully operational Police Officers. In addition they will provide direct supervision to the Constables and Auxiliary Constables and must attend the scene of major occurrences to direct the police authority. They will actively participate in and ensure that the Constables vigorously pursue appropriate crime prevention initiatives. They monitor complaints, investigations, and unit status to be aware of the activities of subordinates. The Senior Constables communicate with the Constables concerning their job performance and inform them of any changes in policy or procedures. The Senior Constables must practice preventive and corrective discipline.

The Senior Constables are responsible to the Chief of Police for the management and operation of the Police Posts and work stations.

One of the Senior Constables will be designated as an executive assistant to the Chief of Police and carry out duties as assigned. The Chief of Police will determine whether the person designated shall have a rank designation other than Senior Constable.

3. Constables

The Constables must vigorously pursue appropriate crime prevention programs. They must ensure the compliance with all statutes and Band By-Law by those persons within the jurisdiction of the Regional Police Service. The Constables investigate incidence of criminal activity, foster positive relations between the police and the public, protect life and property and maintain peace on the participating member Reserves. The Constables must perform all tasks related to maintaining peace and good order. They will provide supervision and guidance to any Auxiliary Constable assigned to them for duty.

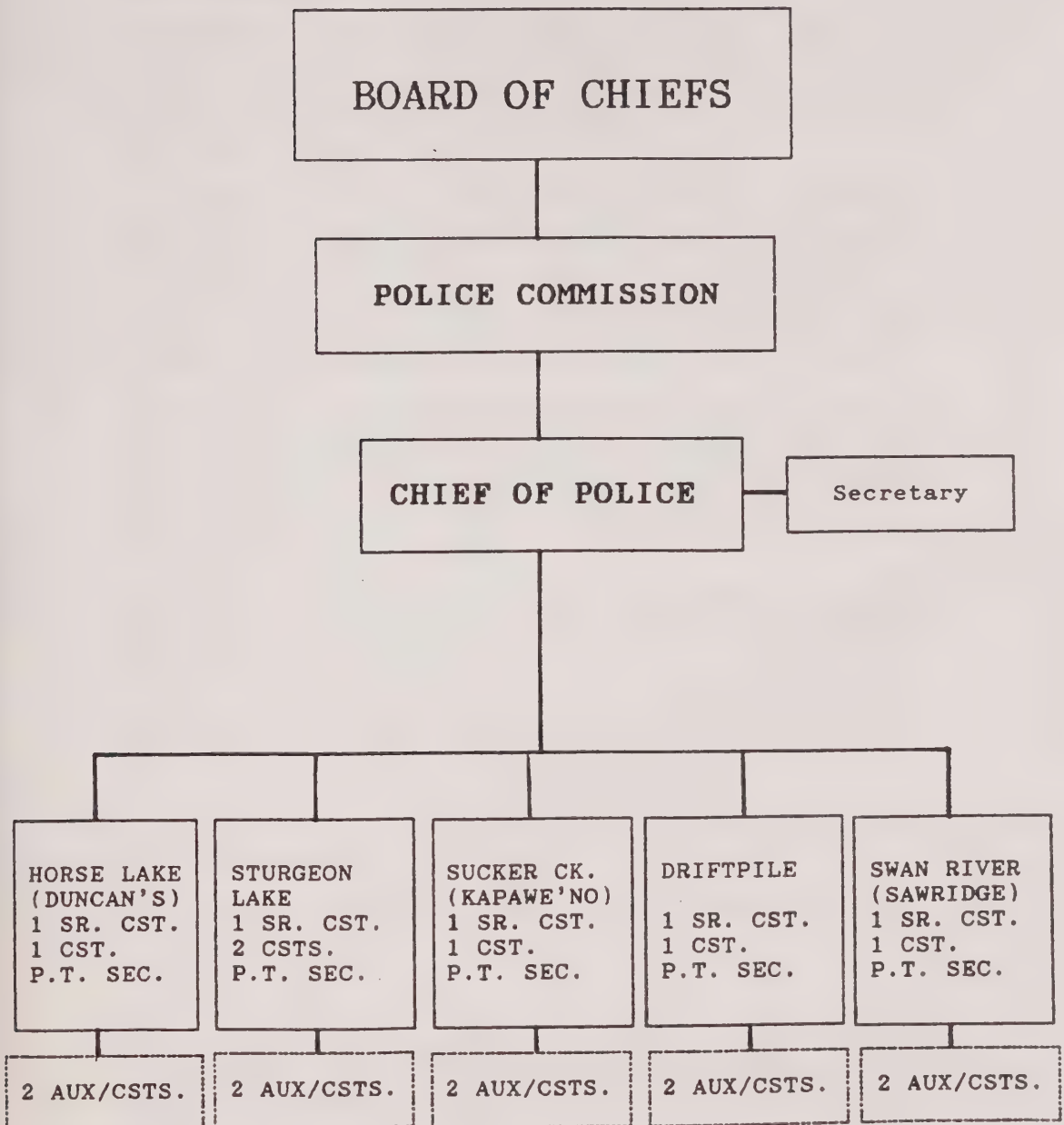
The Constables are under the direct supervision of the Post Commander.

4. Auxiliary Constables

Auxiliary Constable responsibilities include enforcement of selected provincial statutes, Band By-Laws, and may include some Criminal Code enforcement. Auxiliary Constables will not carry side arms, however, they will be trained and authorized to use police service guns. They are always accompanied by and supervised by a regular member while on duty. They provide an important second level of policing service to the Reserve communities.

They are accountable to the Post Commander.

ORGANIZATIONAL CHART



- One of the Senior Constables will be designated as the Executive Assistant to the Chief of Police.

REQUIRED EQUIPMENT**A. COMMUNICATIONS**

Discussions were held with Cellular telephone representatives regarding a Regional Policing Communications System that would include a radio communicating system that will allow for connection to the telephone network at each (Police Post) base station location.

1. Radio: A highly effective communications system is essential for policing and one of the major cost expenditures, both from the standpoint of acquisition and maintenance. The public should be able to reach a Regional Police Officer by telephone at any time and vice versa. Likewise, Regional Police Officers need to be able to contact their Police Post, or other patrolling officer on foot or in a police vehicle at all times.

The ability to communicate with other emergency services in the area, such as fire and ambulance, and with other nearby police services should be considered. A regional communications system would be entirely self-contained and only under unusual or emergency situations would it be extended. Contact with the RCMP would be by telephone through the radio system.

Each Regional Police Post will have a communications base station for local activity, and as capital cost funding permits, the capability to contact the Regional Headquarters and vice versa.

Equipment that will be required for a fully operational police radio network would include:

- portable radios, with touch tone pad;
- mobile mounted radios, with antenna and touch tone microphones;
- base station radios, complete with power supply, and tower.

2. Fax: For the rapid transmission of hard copy information, Fax equipment would be utilized. These systems would be particularly useful in communication of reports between the Regional Police Posts, the Regional Headquarters, other police services and allied agencies.

3. Telephone: After regular Police Post office hours telephone calls for police response would be call forwarded to the Regional Police Officer that is on-call after hours.

B. COMPUTER/RECORDKEEPING: The ability to record and retrieve information quickly is important to the effective operation of a police service. In addition, the police are required by federal law to maintain specific records that must be submitted to the Uniform Crime Reporting system of Statistics Canada. Computers are the most efficient method to store or retrieve and process information.

The Chief of Police will develop or access a computerized system that will best meet record keeping requirements, i.e. operational, administrative and financial. One of the main objectives should be to have a paperless records system to the greatest extent possible so as to maximize policing time and minimize office/paperwork time. It may be more practical and cost effective to have the bulk of the non-operational records contracted out to the Regional Council as they already have the infrastructure and expertise in place to carry out this function.

Two existing records keeping systems that could be effectively utilized by the Regional Police Service are the RCMP Police Information and Retrieval System (PIRS) and the Province of Alberta Municipal Police Computer System. The most attractive aspect of the latter system is that it is provided to the small police services free of charge. The RCMP system costs \$450 per year per police officer.

Once the Regional Police Service has attained full policing status they will have access to retrieve and input information on the Canadian Police Information Centre (CPIC) system. To begin with this would be done through a neighbouring RCMP detachment, acting as a "host" to the Regional Police Post. The CPIC system contains such information as criminal records, outstanding warrants to arrest, drivers' licence particulars, registered owners of vehicles, identifiable property that has been stolen, including motor vehicles, etc.

C. EQUIPMENT

A police service requires a variety of equipment. Decisions will be required on the number and standards for each piece of equipment. The choice of equipment is dependent on the size and objectives of the Regional

Police Service, with the safety and security of the public and police officer being paramount.

The following are some examples of equipment used by some police services in Alberta and some important considerations in determining physical resources during the design stage.

Equipment:

- Uniforms.
- Handcuffs.
- Flashlights.
- Night sticks.
- Body protectors (body armour vests).
- Firearms - handguns, shotguns, rifles.
- Patrol cars.
- Miscellaneous vehicles - motorcycles, snow mobiles, boats, all terrain vehicles, cars for other than patrol work.
- Radar equipment - stationary or moving.
- Fingerprint equipment.
- Cameras.
- Breathalyzers.
- Animal control equipment.
- Communication equipment.
- Computers and record maintenance equipment.
- Office furnishings.
- Special weapons and equipment such as tear gas launchers, riot helmets and shields.

D. UNIFORMS:

The style of uniform should be chosen in keeping with the image and role the police are to portray. Although traditionally police uniforms have been of a military style, police uniforms are becoming more practical and casual. Navy Blue is the most common colour for police uniforms although brown and grey are also used.

Listed below is an example of the uniform issue of a major Alberta police service.

- Tunic, Trousers, Shirts, long and short sleeve.

- Ties, clip-on style, tie clip.
- Boots, Oxfords or Wellingtons, plain toe.
- Forage Cap, fur cap.
- Gloves.
- Patrol jacket with vest style zip in lining and collar, coats - rainwear, nylon reversible. Burberry coat, knee length, parka with hood.
- Hosiery.
- Skirt and handbag for female members.
- White gloves, waist belt, cap badge, metal or cloth, service and rank insignias, plastic cap cover, Sam Browne equipment, belt, holster, handcuff pouch, ammunition pouch, badge and identification card holder, shoulder flash, name tags.

Most police services designate different summer and winter dress. Summer dress is usually a short sleeved shirt and forage cap. Winter dress is usually a long sleeve shirt with clip on tie, fur cap and storm jacket or parka.

Tunics are generally used only for formal occasions or when a police officer is appearing in a higher court.

E. FIREARMS:

Many Native people felt that the firearm carried by police officers should be less visible, if in fact they were required to be carried at all. In the Indian communities it was felt there was little need for the use of deadly force. The Police Commission will have to consider this when deciding on equipment.

A standard revolver often used by the police is a .38 special calibre, all steel double action revolver, blue in colour, with a barrel length of 4 inches, a safety hammer block, a swing out cylinder, having a minimum weight of 30 ounces and a single action trigger pressure of not less than 3 and not more than 5 pounds. Plainclothes officers are often issued the same revolver with a minimum barrel length of 2 inch and minimum weight of 25 ounces.

Standard ammunition is factory loaded, .38 special calibre +P 158 grain solid bullet of lead alloy with a semi-wadcutter configuration and having a muzzle velocity not exceeding 1,080 feet per second when fired in a revolver with a 4 inch barrel.

Shotguns are usually 12 gauge, pump action 5 shot having a 20 inch rifle sighted cylinder bore barrel. Rifles are usually .308 calibre with telescope sight.

F. POLICE TRANSPORT:

Patrol vehicles should be easily seen and readily identifiable as police vehicles. The words "POLICE SIMAGINS" should be clearly visible from the sides and the rear. Police vehicles should be white colour whenever possible. On some Reserves the use of 4-wheel drive, suburban or "Jimmy" type vehicles may be more practical for policing purposes.

Patrol vehicles that will be used to transport prisoners should have a safety shield installed between the front and rear seat area.

Marked patrol vehicles should be equipped with roof mounted emergency red/blue rotating lights, police radio/telephone, loud hailer, electronic sirens, spotlights, emergency flares, axe, spade, fire extinguisher, emergency blanket, traffic vests, first aid kit which is to include an airway tube for mouth to mouth resuscitation and protective gear for dealing with persons suspected of having Aids.

V. BUILDING FACILITIES

Lesser Slave Lake Indian Regional Police Service will occupy a building on each of major Reserves identified as a Police Post and will require whenever possible the following space allocations:

- * A public reception and waiting area;
- * An administration area for management and clerical staff;
- * An area for officers to complete paperwork;
- * A computer and communications area;
- * Interview Rooms;
- * Secure exhibit holding facility
- * Staff meeting, muster area;
- * Classroom;
- * Weight and Exercise room; and
- * Police, Public and staff parking

Detention facilities shall be rented from the RCMP. Arrangements shall be finalized by the Financial Services and Supply Branch of RCMP "K" Division Headquarters.

VI. LEVEL OF SERVICE

The Lesser Slave Lake Indian Regional Police Service will provide an enhanced level of service. The police service shall have sufficient resources to maintain peace and good order, protect life and property, investigate offences and arrest offenders. Crime prevention programs will be developed and maintained. Response to calls will be at an enhanced level. The police service will arrange for the public to have access to their service 24 hours a day, 365 days per year.

The police service will have the capability of responding to calls in accordance with the following guidelines:

- In situations where the threat of personal injury is likely or if a crime is in progress:
 - Dispatch is immediate.
 - Response is immediate.
- In situations where damage to or loss of property is likely, or a crime has just occurred, and a quick response will contribute to successful apprehension of the perpetrator:
 - Dispatch is at the first opportunity.
 - Response is as quickly as possible and determined by how quickly the police vehicle can be driven to the scene.

- In situations where none of the above conditions exist and the call is at the service level:
Dispatch is at the earliest possible convenience.
Response is at the earliest possible convenience.

The Lesser Slave Lake Indian Regional Police Service will establish a community-based model of policing. This approach favours a police-community partnership in addressing the local concerns. The police will be receptive to the people through frequent and ongoing dialogue.

The capacity for criminal investigation and enforcement of regulatory law shall be maintained. Emergency response services and a tactical reserve shall be accessible through a protocol with the provincial policing service.

The main focus of the Lesser Slave Lake Indian Regional Police Service will be crime prevention, community relations and the identification of problems unique to the Reserve.

VII.

TRAINING

Police Officer Recruit Training (PORT) will be provided at the Alberta Justice Staff College. It is anticipated that recruits will commence Peace Officer Recruit Training at the college in April of 1994. Following Police Officer Recruit Training, Recruit Field Training will be provided by the RCMP for a period of six months.

The Lesser Slave Lake Indian Regional Police Service can access additional specialized training courses offered at the Alberta Justice Staff College, by the RCMP and Municipal Police Services.

Firearms training will be provided initially by the Alberta Justice Staff College.

Ongoing training in the areas of alcohol abuse and suicide prevention will be addressed. This training will be tailored to meet the needs of the recruits based on the unique issues that are identified in the community.

The members of the Lesser Slave Lake Indian Regional Police Service shall be trained to be responsive to cultural values and family relationships. Attention will be given to the special problems facing the youth of the Reserve.

Crime and problems that are associated with crime have long been a concern of all communities and the police. Both agree that strategies must be developed to address these problems. One approach that has been put forward is the problem oriented policing approach.

Problem oriented policing is an approach whereby the police and the community respond together to crime by addressing the underlying problems or factors which contribute to crime. This approach is based on the philosophy that incidents of crime are most often symptoms of larger underlying factors or problems.

The problem oriented policing approach ensures that responses to all community problems are compatible with the Cree culture, spirituality, religion and traditions. Using this approach, Regional Police Officers will, along with the Elders and community leaders, act as facilitators to encourage the residents of all communities to assist in identifying, responding to, and resolving crime-related problems. This approach provides an opportunity for the community to become more involved in reducing crime and for the police to become more involved in the community.

The principal objective of the Regional Police Service is the prevention of crime. To this end, every effort will be directed to work in cooperation with each of the communities to try and bring about a positive change with the development of various strategies to address the identified problems.

Programs that will be considered to address some of these problems are:

Community Watch:

Designed to encourage people to keep watch over their neighbours' property.

Checkstop:

Designed to discourage people from driving while impaired by alcohol or a drug.

Operation Identification:

Designed to encourage people to mark their moveable property in an effort to deter theft.

Vision Lodge:

Designed to provide increased interaction between students/youths and adults/Elders.

Woodcraft Program:

Designed to provide traditional skills for youths and interaction between youths and adults/Elders; to teach youths how to run a business; to occupy idle time with respectful and meaningful employment and to provide a sense of worth.

Heritage Trips:

Designed to assist young people in viewing themselves and their heritage in a more positive light and to open lines of communication between youths and Elders.

Community School Liaison Program:

The objectives of this program can be many and varied, however the program would be designed to achieve the broad objectives of:

- creating a better understanding of the role of the Regional Police Service in the communities;
- creating a better understanding of the laws and why they are created;
- creating a better understanding of the individual's rights and responsibilities under the law; and
- building a better relationship between the youths and the police.

Cultural Awareness Programs

Examples of these programs might be, community and youth justice police committees, victim services, elders advisory committees. Ongoing evaluation of community policing programs will be undertaken to ensure that community needs are properly addressed.

IX.

PROCEDURES FOR HANDLING PUBLIC COMPLAINTS

A. COMPLAINTS RESPECTING REGIONAL POLICE OFFICERS

Complaints respecting the conduct of Regional Officers shall be directed in writing to the Chief of Police. The Chief of Police shall investigate the matter and take the

appropriate action. The Chief of Police shall inform the complainant, in writing, of the disposition of the investigation and the complainant's right to appeal to the Lesser Slave Lake Indian Regional Police Services Review Board within a specific time period.

B. THE REGIONAL POLICE SERVICES REVIEW BOARD

A Regional Police Services Review Board consisting of a Provincial Court Judge shall be established by the Lesser Slave Lake Indian Regional Council. The Regional Police Services Review Board may, on its own motion, investigate matters of inadequate police service, conduct appeals concerning public complaint, and investigate matters referred to the Board by the Police Commission. A decision of the Board, with the leave of Court of Appeal, may be appealed to the Court of Appeal on a question of law.

C. COMPLAINTS REGARDING THE CHIEF OF POLICE

Complaints pertaining to the Chief of Police shall be directed to the Chairman of the Police Commission. The Chairman shall then refer the matter to the Police Commission. The Commission is responsible for investigating such a complaint and taking the appropriate action. To assist the Commission, the Alberta Minister of Justice may designate a senior officer from another police service to conduct an investigation or disciplinary hearing.

D. COMPLAINTS RESPECTING THE REGIONAL POLICE SERVICE

Complaints launched against the Regional Police Service are originally received and investigated by the Chief of Police. The Chief of Police notifies the complainant of the outcome of the investigation and of the complainant's right to appeal to the Regional Police Commission.

X. PROPOSED BUDGET

The budget for the Lesser Slave Lake Indian Regional Police Service will be determined during the Tripartite Policing Agreement negotiation process.

LESSER SLAVE LAKE INDIAN REGIONAL POLICE SERVICE

POLICING IMPLEMENTATION PLAN

APPENDIX "A"

DRIFTPILE BAND

Indian Reserve

1990 Official Population 515

Located approximately 45 km east of High Prairie and 10 km west of Faust on the south shore of Lesser Slave Lake; established in 1901 under the terms of Treaty 8 (1899) and once joined with Grouard, Sawridge, Swan River and Sucker Creek Bands.

WATER

Supply: Lake
Distribution: Piped system
Treatment: Complete, iron control

SEWER

Collection: Piped system, truck
Disposal: Septic tanks, lagoons

WASTE

Collection: Own arrangements
Disposal: To off-reserve site

ELECTRICITY

Three phase

TRANSPORTATION

Main Access: Highway 2
Alternate Access: None
Internal Roads: Gravel
Bus Service: 28 times per week
Truck (freight): Regular delivery service
Air Service: No regular scheduled service
Airstrip: None
Rail: Off-line
Grain Elevators: None

HEALTH SERVICES

Hospital: Nearest at High Prairie
Nursing Home: Nearest at High Prairie
Ground Ambulance: Nearest at High Prairie
Medical Doctors: Visiting
Community Health Nurses: On-reserve
Dentists: Visiting
Optometrists: Visiting

EDUCATION

Public Schools: 1 school; 9 highest grade
Separate Schools: None
Nearest High School: High Prairie
Other Institutions: AVC - Lesser Slave Lake
Library: Nearest at High Prairie

PUBLIC HOUSING

Seniors Lodges: None
Seniors Self-contained Units: None
Public Housing: 95 units

POLICE PROTECTION

Nearest detachment at Faust

FIRE PROTECTION

6 volunteer firefighters and 1 firetruck

RECREATION

Gymnasiums: 1
Sports Fields: 1
Ball Diamonds: 2
Community Halls: 1

TOURISM

Hotels/Motels: None
Parks: Hilliard's Bay Provincial Park (65 km)
Local campground and facilities

FINANCIAL

Banks: No banking facilities

COMMUNICATION

Radio: CKYL (Peace River), CKWA (Slave Lake)
Television Service: Satellite rebroadcast, microwave rebroadcast
Local Papers: None
Regional Papers: *Slave Lake Lakeside Leader*

LOCAL GOVERNMENT

Chief and councillors

GOVERNMENT OFFICES

Provincial: None
Federal: Post Office

DUNCAN'S BAND

Indian Reserve

1990 Official Population 66

The Duncan's Band lives on one of two reserves established for them. Reserve 151A is located eight km southeast of Brownvale and 25 km west of Grimshaw in MD 135. Reserve 151K is located southeast of Peace River and north of McLennan.

WATER	Supply: Community/individual well Distribution: Truck Treatment: None
SEWER	Collection: Truck Disposal: Pick-up by truck
WASTE	Collection: Own arrangements Disposal: Open pit
ELECTRICITY	Single phase
TRANSPORTATION	Main Access: Highway 2 Alternate Access: None Internal Roads: Gravel Bus Service: None Truck (freight): No regular delivery service Air Service: No regular scheduled service Airstrip: None Rail: Off-line Grain Elevators: None
HEALTH SERVICES	Hospital: Nearest at Grimshaw Nursing Home: Nearest at Peace River Ground Ambulance: Nearest at Grimshaw Medical Doctors: No resident or visiting doctor Community Health Nurses: Visiting Dentists: No resident or visiting dentist Optometrists: No resident or visiting optometrist
EDUCATION	Public Schools: None Separate Schools: None Nearest School: Berwyn and Grimshaw Other Institutions: None Library: Nearest at Grimshaw
PUBLIC HOUSING	Seniors Lodges: None Seniors Self-contained Units: None Public Housing: 23 units
POLICE PROTECTION	Nearest detachment at Grimshaw
FIRE PROTECTION	Nearest fire department at Brownvale
RECREATION	Nearest facilities at Brownvale
TOURISM	Hotels/Motels: None Parks: Queen Elizabeth Provincial Park
FINANCIAL	Banks: No banking facilities
COMMUNICATION	Radio: CKYL (Peace River) Television Service: Satellite TV Local Papers: None Regional Papers: <i>Grimshaw Mile Zero News; Peace River Record Gazette</i>
LOCAL GOVERNMENT	Chief and councillors
GOVERNMENT OFFICES	Provincial: None Federal: None

GROUARD BAND

Indian Reserve

1990 Official Population 152

Located at the western end of Lesser Slave Lake, approximately 35 km northeast of the town of High Prairie.

WATER

Supply: Lake
Distribution: Piped system
Treatment: Coagulation, filtration, chlorination

SEWER

Collection: Piped system
Disposal: Lagoons

WASTE

Collection: Own arrangements
Disposal: Open pit

ELECTRICITY

Single phase

TRANSPORTATION

Main Access: Highway 750
Alternate Access: None
Internal Roads: Gravel
Bus Service: None
Truck (freight): No regular delivery service
Air Service: No regular scheduled service
Airstrip: None
Rail: Off-line
Grain Elevators: None

HEALTH SERVICES

Hospital: Nearest at High Prairie
Nursing Home: Nearest at High Prairie
Ground Ambulance: Nearest at High Prairie
Medical Doctors: No resident or visiting doctor
Community Health Nurses: Visiting
Dentists: No resident or visiting dentist
Optometrists: No resident or visiting optometrist

EDUCATION

Public Schools: None
Separate Schools: None
Nearest School: Grouard and High Prairie
Other Institutions: None
Library: Nearest at High Prairie

PUBLIC HOUSING

Seniors Lodges: None
Seniors Self-contained Units: None
Community Housing: 16 units

POLICE PROTECTION

Nearest detachment at High Prairie

FIRE PROTECTION

Nearest fire department at Grouard

RECREATION

Sports Fields: 1
Ball Diamonds: 2

TOURISM

Hotels/Motels: None
Parks: Hilliard's Bay Provincial Park (15 km)
Local campground and facilities
Museums: 1

FINANCIAL

Banks: No banking facilities

COMMUNICATION

Radio: CKYL (Peace River) and Edmonton based stations
Television Service: Off-air
Local Papers: None
Regional Papers: *High Prairie South Peace News; Slave Lake Lakeside Leader*

LOCAL GOVERNMENT

Chief and councillors

GOVERNMENT OFFICES

Provincial: None
Federal: None

HORSE LAKE BAND

Indian Reserve

1990 Official Population 240

Consists of two reserves in the northwest; 152B is about 6 km west of Hythe; 152C, largely uninhabited, is located in the Clear Hills west of Peace River; Band members are Beaver Indians organized under the terms of Treaty 8.

WATER

Supply: Community/individual well
Distribution: Piped system
Treatment: Chlorination, fluoridation

SEWER

Collection: Piped system
Disposal: Septic tanks, lagoons

WASTE

Collection: Own arrangements
Disposal: Open pit

ELECTRICITY

Single phase

TRANSPORTATION

Main Access: Highway 2
Alternate Access: None
Internal Roads: Gravel
Bus Service: None
Truck (freight): Regular delivery service
Air Service: No regular scheduled service
Airstrip: None
Rail: Off-line
Grain Elevators: None

HEALTH SERVICES

Hospital: Nearest at Hythe
Nursing Home: Nearest at Hythe
Ground Ambulance: Nearest at Beaverlodge
Medical Doctors: No resident or visiting doctor
Community Health Nurses: On-reserve
Dentists: No resident or visiting dentist
Optometrists: No resident or visiting optometrist

EDUCATION

Public Schools: None
Separate Schools: None
Nearest School: Hythe and Beaverlodge
Other Institutions: None
Library: Nearest at Hythe

PUBLIC HOUSING

Seniors Lodges: None
Seniors Self-contained Units: None
Community Housing: 35 units

POLICE PROTECTION

Nearest detachment at Beaverlodge

FIRE PROTECTION

Nearest fire department at Hythe

RECREATION

Sports Fields: 1
Ball Diamonds: 1
Community Halls: 1

TOURISM

Hotels/Motels: None
Parks: Saskatoon Island Provincial Park (40 km)
Queen Elizabeth Provincial Park

FINANCIAL

Banks: No banking facilities

COMMUNICATION

Radio: CKYL (Peace River), CFGP & CJXX (Grande Prairie), Edmonton and Dawson Creek based stations
Television Service: Satellite TV
Local Papers: None
Regional Papers: *Beaverlodge Advertiser, Grande Prairie Herald Tribune*

LOCAL GOVERNMENT

Chief and councillors

GOVERNMENT OFFICES

Provincial: None
Federal: None

STURGEON LAKE BAND

Indian Reserve

1990 Official Population 1,251

Located west of Valleyview, immediately north of Highway 34 around Sturgeon Lake.

WATER	Supply: Lake Distribution: Piped system Treatment: Complete
SEWER	Collection: Piped system Disposal: Septic tanks, lagoons
WASTE	Collection: Own arrangements Disposal: Open pit
ELECTRICITY	Single phase, three phase
TRANSPORTATION	Main Access: Highway 34 Alternate Access: None Internal Roads: Gravel Bus Service: None Truck (freight): Regular delivery service Air Service: No regular scheduled service Airstrip: None Rail: Off-line Grain Elevators: None
HEALTH SERVICES	Hospital: Nearest at Valleyview Nursing Home: Nearest at Grande Prairie Ground Ambulance: Nearest at Valleyview Medical Doctors: No resident or visiting doctor Community Health Nurses: On-reserve Dentists: No resident or visiting dentist Optometrists: No resident or visiting optometrist
EDUCATION	Public Schools: 1 school; 9 highest grade Separate Schools: None Nearest High School: Valleyview Other Institutions: None Library: Nearest at Valleyview
PUBLIC HOUSING	Seniors Lodges: None Seniors Self-contained Units: None Community Housing: 144 units
POLICE PROTECTION	Nearest detachment at Valleyview
FIRE PROTECTION	7 volunteer firefighters and 1 firetruck
RECREATION	Arenas: 1 Sports Fields: 2 Ball Diamonds: 2 Community Halls: 1
TOURISM	Hotels/Motels: None Parks: Young's Point Provincial Park Williamson Recreation Area 1 regional park Local campground and facilities
FINANCIAL	Banks: No banking facilities
COMMUNICATION	Radio: CKYL (Peace River), CFBP & CJXX (Grande Prairie), and Edmonton based stations Television Service: Off-air Local Papers: None Regional Papers: Valleyview Valley Views
LOCAL GOVERNMENT	Chief and councillors
GOVERNMENT OFFICES	Provincial: None Federal: Post Office

SWAN RIVER BAND

Indian Reserve

1990 Official Population 330

The Swan River Band lives on two reserves 150E and 150F at the southern end of Lesser Slave Lake just north of Kinuso and approximately 45 km west of the town of Slave Lake on Highway 2.

WATER	Supply: River, community/individual well Distribution: Piped system, truck Treatment: Complete
SEWER	Collection: Piped system Disposal: Detention ponds
WASTE	Collection: Own arrangements Disposal: Sanitary landfill
ELECTRICITY	Single phase, three phase
TRANSPORTATION	Main Access: Highway 2 Alternate Access: None Internal Roads: Gravel Bus Service: None Truck (freight): No regular delivery service Air Service: No regular scheduled service Airstrip: None Rail: Off-line Grain Elevators: None
HEALTH SERVICES	Hospital: Nearest at Slave Lake Nursing Home: Nearest at High Prairie Ground Ambulance: Nearest at Slave Lake Medical Doctors: No resident or visiting doctor Community Health Nurses: Visiting Dentists: Visiting Optometrists: Visiting
EDUCATION	Public Schools: None Separate Schools: None Nearest School: Kinuso Other Institutions: AVC - Lesser Slave Lake Library: Nearest at Kinuso
PUBLIC HOUSING	Seniors Lodges: None Seniors Self-contained Units: None Community Housing: 48 units
POLICE PROTECTION	Nearest detachment at Faust
FIRE PROTECTION	Nearest fire department at Kinuso
RECREATION	Curling Rinks: 1 Sports Fields: 1 Ball Diamonds: 2 Community Halls: 1
TOURISM	Hotels/Motels: None Parks: Lesser Slave Lake Provincial Park Assinieu River Recreation Area 1 regional park Local campground and facilities
FINANCIAL	Banks: No banking facilities
COMMUNICATION	Radio: CKYL (Peace River), CKWA (Slave Lake) Television Service: Satellite TV Local Papers: None Regional Papers: <i>High Prairie South Peace News; Slave Lake Lakeside Leader</i>
LOCAL GOVERNMENT	Chief and councillors
GOVERNMENT OFFICES	Provincial: None Federal: None

LESSER SLAVE LAKE INDIAN REGIONAL POLICE SERVICE

POLICING IMPLEMENTATION PLAN

APPENDIX "B"

93 7 09

Mr. Ed Hahn
Executive Director
10th Floor, John E. Brownlee Building
10365 - 97 Street
Edmonton, Alberta T5J 3W7

K130-11-1-11

Dear Mr. Hahn:

RE: Lesser Slave Lake Indian Regional Council Police Service

In response to your memo of 93 06 11, I would like to advise that my Planning Branch conducted an analysis of all pertinent statistics to determine the police resources it would take to police the areas noted in your memo.


I wish to point out that the attachment identifying the resources required is based solely on crime stats from each reserve and does not involve travel requirements or any other anomaly that may exist at these locations.

The figure of 7.5 RCMP officers currently providing services to the reserves, which was provided by S/Sgt. Stewart, Slave Lake Detachment is accurate to the point that it includes the reserves noted in your letter plus Whitefish and Gift Lake Reserves. As indicated in the attachment, the deletion of Whitefish and Gift Lake results in a total requirement to police these reserves of 6.32 police officers. Any anticipated reductions of RCMP resources with the inception of the above noted regional police service would require further consultation and I would ask that you keep me apprised of any further development along these lines.

.... /cont'd

The information requested by Gary Hutnan on Whitefish/Gift Lake will be supplied once the analysis has been completed which should be early next week.

Yours truly,



W.L. Holmes, *for*
Assistant Commissioner *ADD*
Commanding Officer "K" Division

11140 - 109 Street
Edmonton, Alberta
T5G 2T4

cc. OC Peace River Subdivision
NCO i/c Slave Lake Detachment

Schedule "B"

Lesser Slave Lake Regional Police Service

Multi-Year Funding Plan

1995/96 - 1999/2000

1. 1995/96 Lesser Slave Lake Regional Police Service Funding Summary

Lesser Slave Lake Regional Police Service Approved \$450,000

Total Budget \$450,000

REVENUE SUMMARY

Contribution by Canada and Alberta \$450,000

Total Revenue \$450,000

2. 1996/97 Lesser Slave Lake Regional Police Service Funding Summary

Lesser Slave Lake Regional Police Service Approved Budget \$900,000

Total Budget \$900,000

REVENUE SUMMARY

Contribution by Canada and Alberta \$900,000

Total Revenue \$900,000

3. 1997/98 Lesser Slave Lake Regional Police Service Funding Summary

Lesser Slave Lake Regional Police Service Approved Budget \$900,000

Total Budget \$900,000

REVENUE SUMMARY

Contribution by Canada and Alberta \$900,000

Total Revenue \$900,000

4. 1998/99 Lesser Slave Lake Regional Police Service Funding Summary

Lesser Slave Lake Regional Police Service Approved Budget	<u>\$900,000</u>
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Total Budget	\$900,000
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REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$900,000</u>
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Total Revenue	\$900,000
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5. 1999/2000 Lesser Slave Lake Regional Police Service Funding Summary

Lesser Slave Lake Regional Police Service Approved Budget	<u>\$900,000</u>
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Total Budget	\$900,000
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REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$900,000</u>
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Total Revenue	\$900,000
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SECTION 5

AN AGREEMENT MADE AMONG:

THE LOUIS BULL TRIBE,

as represented by its Chief and Council
(herein referred to as the "Louis Bull Tribe")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,

as represented by the
Minister of Justice and Attorney General
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Solicitor General of Canada
(herein referred to as "Canada")

**A LOUIS BULL TRIBE/ALBERTA/CANADA
TRIPARTITE AGREEMENT ON POLICING**

THIS AGREEMENT made as of the 14th day of March, 1995.

AMONG:

THE LOUIS BULL TRIBE,
as represented by its Chief and Council
(herein referred to as the "Louis Bull Tribe")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the
Minister of Justice and Attorney General
(herein referred to as "Alberta")

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Solicitor General of Canada
(herein referred to as "Canada")

WHEREAS:

- A. The Parties wish to cooperate in the operation of effective and efficient policing services for the Reserve, consistent with the aspirations of the Louis Bull Tribe, the principles of the Police Act of Alberta and the objectives specified in the First Nations Policing Policy (June, 1991);
- B. The Louis Bull Tribe wishes the Louis Bull Police Service to be responsible for maintaining peace, order and public security; for providing the residents on the Reserve with a sense of security and safety from crime; for preventing crimes and other offenses; and for apprehending offenders and bringing them to justice;
- C. The Parties recognize that nothing in this Agreement shall abrogate or derogate from, aboriginal, treaty, constitutional or any other rights which have or may accrue to any of the Parties.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DEFINITIONS

1.1 Unless otherwise stated, the following terms shall, for the purposes of this Agreement, have the following respective meanings:

- (a) "Council" means the Chief and Council of the Louis Bull Indian Tribe;
- (b) "fiscal year" means the period beginning on April 1 in any year and ending on March 31 of the following year;

- (c) **"full policing responsibility"** means the responsibility to provide to the Reserve all policing services;
- (d) **"Louis Bull Tribe"** means the Louis Bull Indian Tribe No. 439 of the Louis Bull Indian Reserve No. 138B;
- (e) **"Louis Bull Police Commission"** means the body recognized and provided for under the Schedule "B" of this Agreement to govern the Louis Bull Police Service;
- (f) **"Louis Bull Police Service"** means the body recognized and provided for in Schedule "B" of this Agreement; and
- (g) **"Reserve"** means the Louis Bull Indian Reserve No. 138B.

SECTION 2: PURPOSE

2.1 The purposes of this Agreement are:

- (a) to establish the terms, conditions and relationships among the parties for the operation of the Louis Bull Police Service and the Louis Bull Police Commission;
- (b) to provide funding for the Louis Bull Police Service and the Louis Bull Police Commission according to the multi year funding plan set out in Schedule "A"; and
- (c) to recognize and provide for the Louis Bull Police Service and establish the Louis Bull Police Commission pursuant to this Agreement.

2.2 In order to achieve the purposes of this Agreement and the concurrent exercise of responsibilities, the Chief and Council of the Louis Bull Tribe authorize and approve the arrangements made in this Agreement pursuant to their authority and responsibility for the governance of the Louis Bull Tribe and Alberta's Minister of Justice and Attorney General authorizes and approves this Agreement as an arrangement under section 5 of the Police Act of Alberta.

SECTION 3: SCHEDULES

3.1 The following schedules are hereby incorporated into and constitute part of this Agreement:

Schedule "A" - Multi-Year Funding Plan

Schedule "B" - The Louis Bull Police Service and Commission

SECTION 4: TERM OF THIS AGREEMENT

4.1 Notwithstanding the date on which this Agreement is executed, this Agreement shall be in effect from April 1, 1994, until March 31, 1999, subject to termination provisions contained in this Agreement.

- 4.2 If the Parties agree in writing prior to March 31, 1999, the provisions of this Agreement shall remain in force pending a renewal, extension or renegotiation.

SECTION 5: RESPONSIBILITIES OF LOUIS BULL TRIBE

- 5.1 The Louis Bull Tribe shall continue to exercise full policing responsibility and shall operate the Louis Bull Police Service consistent with this Agreement and the principles of the Police Act of Alberta.
- 5.2 The Louis Bull Tribe shall, through the Louis Bull Police Commission, ensure that the Louis Bull Police Service shall during the term of this Agreement provide adequate and effective policing services for the Reserve.
- 5.3 The Louis Bull Tribe shall ensure that the Louis Bull Police Service maintain complete and up-to-date operational records and provide information pertaining to such records as Canada and Alberta may request.
- 5.4 The Louis Bull Tribe shall maintain the Louis Bull Police Commission, pursuant to this Agreement and consistent with the principles set out in the Police Act of Alberta, to develop policies governing the management and operation of the Louis Bull Police Service, to establish grievance procedures, to ensure accountability of the Louis Bull Police Service to the community it serves and to appoint a Chief of Police to administer the Louis Bull Police Service.
- 5.5 The Louis Bull Tribe shall provide or make provisions for adequate facilities for the Louis Bull Police Service which include:
- (a) an area for the reception of the public;
 - (b) an area for secure processing and holding of a person detained, arrested or imprisoned; and
 - (c) secure area for the private meeting between a person and legal counsel.

SECTION 6: ALBERTA'S RESPONSIBILITIES

- 6.1 Alberta shall:
- (a) determine minimum policing standards for use by the Louis Bull Police Service and if necessary appoint the members of the Louis Bull Police Service as peace officers, pursuant to the Police Act of Alberta;
 - (b) provide financial support as referred to in section 9 and according to the multi year funding plan set out in Schedule "A";
 - (c) provide professional policing advice through the office of Alberta's Director of Law Enforcement; and
 - (d) ensure that adequate and effective policing is maintained on the Reserve by providing through the tripartite process policy direction, program evaluation and financial reviews.

- 6.2 Where the Louis Bull Police Commission is of the opinion that adequate and effective policing services cannot be provided by the Louis Bull Police Service, it may request Alberta's Minister of Justice and Attorney General to take such action to ensure that adequate and effective policing services are resumed.
- 6.3 Where in the opinion of Alberta's Minister of Justice and Attorney General adequate and effective policing services are not being maintained by the Louis Bull Police Service, Alberta's Minister of Justice and Attorney General may take such action to ensure that adequate and effective policing is resumed, including if necessary reassignment of the Provincial Police Service provided by the Royal Canadian Mounted Police pursuant to the Provincial Police Service Agreement between Canada and Alberta to provide policing services on the Reserve and withdrawal of previously granted full policing responsibility.
- 6.4 The parties acknowledge that Alberta has provided an exemption for the Reserve under Section 5 of the Police Act of Alberta.

SECTION 7: CANADA'S RESPONSIBILITIES

- 7.1 Canada shall:
- (a) provide financial support as referred to in section 9 and according to the multi year funding plan set out in Schedule "A"; and
 - (b) through the tripartite process provide program evaluation and financial reviews during the term of this Agreement.

SECTION 8: CO-ORDINATION

- 8.1 Alberta shall discuss with the Louis Bull Tribe proposed changes to Alberta's policing policies or legislation which would directly affect any arrangements under this Agreement.
- 8.2 In the event the Police Act of Alberta is amended so as to affect arrangements under this Agreement, the parties agree to forthwith discuss possible changes to this Agreement, to ensure consistency with all statutory amendments.
- 8.3 The Parties agree to participate as members of tripartite committees as all parties deem necessary.

SECTION 9: FINANCIAL ARRANGEMENTS

- 9.1 During the term of this Agreement, and subject to appropriations by Parliament and the Legislature of the Province of Alberta, Canada and Alberta shall provide contributions to the Louis Bull Police Service at a rate of 52% for Canada and 48% for Alberta to a level sufficient to achieve policing standards equivalent to the generally accepted policing standards in the Province of Alberta.
- 9.2 The contributions referred to in sub-section 9.1 shall consist of financial contributions set out in Schedule "A" and such other contributions for the provision of policing services by the Louis Bull Police Service as may be agreed to in writing, from time to time, by Canada and Alberta.

- 9.3 In no event shall the financial contributions provided by Canada and Alberta to the Louis Bull Tribe exceed the amounts set out in Schedule "A".
- 9.4 The Louis Bull Tribe may at its own cost enhance policing services beyond the level of policing standards equivalent to the generally accepted policing standards in the province.
- 9.5 Without precluding special arrangements, Canada and Alberta shall pay the Louis Bull Tribe the financial contributions set out in Schedule "A" in accordance with a mutually agreed upon cash flow for each fiscal year during the term of the Agreement.
- 9.6 The financial arrangements under this section shall not cover additional costs incurred because of unforeseeable and exceptional events of a temporary nature. The parties agree to discuss any such exceptional event having an impact on policing costs.

SECTION 10: REPORTING AND USE OF FUNDS

10.1 The Louis Bull Tribe agrees to:

- (a) maintain financial records in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants' Handbook;
- (b) engage a duly qualified accountant to prepare annual audited financial statements on its operations under this Agreement;
- (c) submit to Canada and Alberta by June 30 following the end of each fiscal year during the term of this Agreement:
 - (i) a copy of the financial statements referred to in paragraph 10.1(b);
 - (ii) an annual program activity report which would include but not be limited to crime statistics, proactive policing and crime prevention initiatives, a determination of whether adequate and effective policing services are being provided on the Reserve; and
- (d) grant Canada and Alberta and their representatives the right of access at all reasonable hours to the Reserve and to the relevant Louis Bull Tribe facilities, and to all financial and other records pertaining to this Agreement.

10.2 The Louis Bull Tribe agrees to use the appropriated financial contributions provided by Canada and Alberta under this Agreement solely for the delivery of policing services.

10.3 Except in the case of termination as outlined in section 12 of this Agreement and subject to sub-section 10.2, the Louis Bull Tribe may retain financial contributions according to the multi year funding plan set out in Schedule "A" which have not been expended at the end of each fiscal year.

10.4 The Louis Bull Tribe is solely responsible for the management of the contributions according to the multi year funding plan set out in Schedule "A" and for any deficit incurred by the Louis Bull Police Service.

SECTION 11: REMEDIAL ACTION

- 11.1 Remedial action as referred to in this section and section 12 shall be interpreted as any action which has, or may have, the effect of remedying any:
- (a) non-compliance by the Louis Bull Tribe with any of the terms of this Agreement; or
 - (b) deficiencies of the Louis Bull Tribe in the implementation of its obligations pursuant to this Agreement.
- 11.2 If the Louis Bull Tribe's audited financial statements are qualified, denied an opinion, or indicate a deficit, or if the annual program activity report indicates deficiencies in the implementation of its obligations pursuant to this Agreement, the Louis Bull Tribe shall forthwith provide Canada and Alberta with a clear explanation of the causes of such deficiencies and may be required by Canada and/or Alberta to develop a remedial action plan to address these problems. The remedial action plan shall be submitted by the Louis Bull Tribe for the approval of Canada and/or Alberta within the later of 90 days or another agreed upon period. If approved, the remedial action plan shall form part of this and successive arrangements in effect over the duration of the plan.
- 11.3 If the June 30 deadline for submitting the audited financial statements and the annual program activity report required by section 10 has not been met, Canada and/or Alberta may withhold further funds and may appoint an independent auditor to whom the Louis Bull Tribe agrees to provide access to all records and files related to this Agreement.
- 11.4 The Parties agree to make every reasonable effort to reach mutually acceptable remedial action to problems which may arise resulting from the administration of this Agreement. Where the remedial action plan undertaken by the Louis Bull Tribe does not in the opinion of Canada and/or Alberta correct the problem, Canada and/or Alberta, in consultation with the Louis Bull Tribe, shall have the right to initiate any remedial action deemed appropriate in order to ensure that Canada's and Alberta's responsibilities are met, public funds are safeguarded and the terms and conditions of this Agreement are complied with. Canada and/or Alberta shall advise the Louis Bull Tribe accordingly in writing.
- 11.5 If agreement cannot be reached with the Louis Bull Tribe on a remedial action plan within the time referred to in sub-section 11.2, Canada and/or Alberta may initiate any appropriate remedial actions.

SECTION 12: TERMINATION

- 12.1 If remedial action is not in the opinion of Canada or Alberta successful, or if the Louis Bull Tribe breaches any provision of this Agreement, Canada or Alberta may terminate this Agreement upon giving such period of notice in writing as it deems appropriate.
- 12.2 In addition to any other method provided for terminating this Agreement, any party may terminate this Agreement as of March 31 of any year during the term of the Agreement, by serving at least 120 days notice in writing on the other parties indicating the intent and reasons for such termination.

- 12.3 If this Agreement is terminated by any party, Canada, Alberta and the Louis Bull Tribe agree to negotiate at that time an agreement respecting the nature, scope and conditions of the policing services to continue to be delivered. Such decision will be communicated in writing.
- 12.4 Upon termination of this Agreement by any party,
- (a) the Louis Bull Tribe shall:
 - (i) ensure that all outstanding accounts have been satisfied for services rendered up to and including the day of termination; and
 - (ii) refund all unexpended funds to Canada and Alberta within 90 days of the termination of this Agreement; and
 - (b) Canada and Alberta shall pay the Louis Bull Tribe for services provided up to the termination date as well as reasonable costs necessary in the opinion of Canada and Alberta arising after the termination date from this Agreement or its termination. All decisions pertaining to termination will be communicated in writing.

SECTION 13: LIABILITY

- 13.1 The Louis Bull Tribe shall indemnify and hold harmless Canada and Alberta and their respective employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Louis Bull Tribe, its employees or agents, including without restricting the generality of the foregoing the Louis Bull Police Commission and the Louis Bull Police Service, in the performance by the Louis Bull Tribe of this Agreement. Such indemnity shall survive this Agreement.
- 13.2 Neither Canada nor Alberta shall be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Louis Bull Tribe, its employees or agents in the performance of this Agreement.
- 13.3 The Louis Bull Tribe shall, without limiting its obligations herein, insure its operations under a contract of Comprehensive or Commercial General Liability, with an insurer licensed in Alberta, in an amount of not less than \$5,000,000.00 per occurrence insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include a blanket contractual liability.
- 13.4 The Louis Bull Tribe shall maintain automobile liability insurance in an amount not less than \$2,000,000.00 on all vehicles owned, operated or licensed in the name of the Louis Bull Tribe and used in the performance of this Agreement.
- 13.5 Proof of all required insurance, in a form acceptable to Canada and Alberta, shall be promptly provided to Canada and Alberta upon request.

SECTION 14: EVALUATION

- 14.1 The operation and administration of the Louis Bull Police Service and the Louis Bull Police Commission will be the subject of an independent evaluation, completed by evaluators to be selected by the Parties to this Agreement, and jointly funded by Canada and Alberta.
- 14.2 The purpose of the evaluation shall be to establish the effectiveness of the Louis Bull Police Service and to determine the future direction of the service and its funding requirements.
- 14.3 The Parties agree to complete an evaluation prior to the expiry of the term of this Agreement.

SECTION 15: NOTICE

- 15.1 Any notice, request, demand or other document required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid registered mail or by facsimile as follows or to such other address or facsimile as is at any time by notice provided by a party in accordance herewith to the other parties;

- (a) To the Louis Bull Tribe:

Louis Bull Tribal Administration
Box 130
Hobbema, Alberta
T0C 1N0
FAX: (403) 585-3799

- (b) To Alberta:

Minister of Justice and Attorney General of Alberta
320 Legislature Building
Edmonton, Alberta
T5K 2B6
FAX: (403) 422-6621

- (c) To Canada:

Solicitor General of Canada
340 Laurier Avenue West
Ottawa, Ontario
K1A 0P8
FAX: (613) 991-0961

- 15.2 Any writing given in the manner set out in sub-section 15.1 shall be deemed given if and when personally delivered or, if mailed in the manner therein provided, shall be deemed given five (5) business days after posting. Any notice transmitted by facsimile shall be deemed given and received on the date of transmission if received during the normal business hours of the recipient, or on the first business day after its transmission if it is received after the end of normal business hours on the date of its transmission.
- 15.3 In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands or other documents shall be deemed to have been duly given only if personally delivered or sent by facsimile in the manner provided in sub-sections 15.1 and 15.2.


SECTION 16: GENERAL PROVISIONS

- 16.1 The Preamble is incorporated into and forms a part of this Agreement.
- 16.2 The headings are inserted for convenience of reference only and do not form a part of and are not to be used in the construction or interpretation of this Agreement or any portions thereof.
- 16.3 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta.
- 16.4 Each of the Parties shall take all actions as are reasonably within its power to control, and use its best efforts to cause other actions to be taken which are not within its power to control, so as to further comply with any conditions set out in this Agreement.
- 16.5 Time shall be of the essence of this Agreement.
- 16.6 Should any provision of this Agreement, in whole or in part, be or become invalid, illegal or not capable of performance, the validity or legality of the remaining provisions of this Agreement shall not be thereby affected. In any such case, in lieu of the invalid, illegal or inoperative provision, this Agreement shall be applied or interpreted in a reasonable manner which so far as legally permissible comes as close as possible to the application that the parties intended or would have intended according to the sense and purpose of this Agreement had they known of the invalidity, illegality or inoperativeness at the time of the execution of this Agreement.
- 16.7 A waiver of any breach of this Agreement or of any of the terms or conditions by any party to this Agreement shall not be deemed a waiver of any continued or future breach. The failure of any party to complain about a default of the terms of the Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.
- 16.8 In the event of inconsistency between the terms of the body of this Agreement and any of its Schedules, the terms of the body of this Agreement shall govern, followed firstly by the terms of Schedule "A", secondly by the terms of Schedule "B", thereafter and finally by the terms of any subsequent schedule then in force.
- 16.9 This Agreement may be amended from time to time by agreement in writing by all parties.


16.10 No member of the House of Commons of Canada shall be admitted to any share or part of this Agreement or any benefits therefrom.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

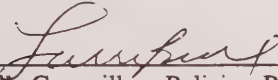
THE LOUIS BULL TRIBE



Chief, Louis Bull Tribe



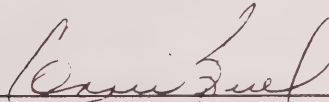
Witness



Larry Bull, Councillor, Policing Portfolio



Witness

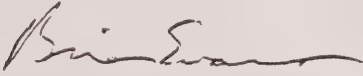


Connie Bull, Chairperson, Louis Bull
Police Commission



Witness

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

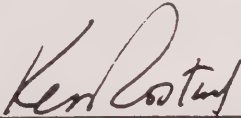


Minister of Justice and Attorney General

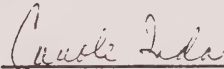


Witness

Approved pursuant to the Alberta
Government Organization Act,

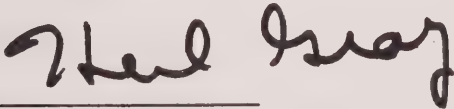


Minister of Federal and Intergovernmental Affairs

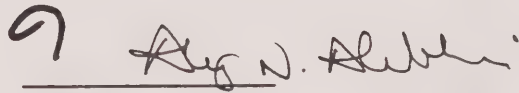


Witness

HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Solicitor General of Canada



Witness

Schedule "A"

Louis Bull Police Service

Multi-Year Funding Plan

1994/95 - 1998/99

1. 1994/95 Louis Bull Police Service Funding Summary

Louis Bull Police Service Approved Budget	\$315,000
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Total Budget	<u>\$315,000</u>
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REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$315,000</u>
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Total Revenue	\$315,000
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2. 1995/96 Louis Bull Nation Police Service Funding Summary

Louis Bull Police Service Approved Budget	<u>\$315,000</u>
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Total Budget	\$315,000
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REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$315,000</u>
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Total Revenue	\$315,000
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3. 1996/97 Louis Bull Police Service Funding Summary

Louis Bull Police Service Approved Budget	<u>\$315,000</u>
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Total Budget	\$315,000
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REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$315,000</u>
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Total Revenue	\$315,000
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4. 1997/98 Louis Bull Police Service Funding Summary

Louis Bull Police Service Approved Budget	<u>\$315,000</u>
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Total Budget	\$315,000
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REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$315,000</u>
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Total Revenue	\$315,000
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5. 1998/99 Louis Bull Police Service Funding Summary

Louis Bull Police Service Approved Budget	<u>\$315,000</u>
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Total Budget	\$315,000
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REVENUE SUMMARY

Contribution by Canada and Alberta	<u>\$315,000</u>
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Total Revenue	\$315,000
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SCHEDULE "B"

THE LOUIS BULL POLICE SERVICE AND COMMISSION

THE LOUIS BULL POLICE SERVICE AND COMMISSION

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THE LOUIS BULL POLICE SERVICE AND COMMISSION

SECTION 1

This Schedule hereby recognizes the Police Service and provides for the establishment of the Commission on the Louis Bull Indian Reserve No. 138B in the Province of Alberta.

SECTION 2 - DEFINITIONS

In this Schedule,

- (a) **"Board"** means the Louis Bull Review Board established pursuant to the provisions of this Schedule to hear appeals from a disciplinary decision by the Chief of Police concerning a Police Officer or employee or by the Commission concerning the Chief of Police;
- (b) **"Commission"** means the Louis Bull Police Commission established pursuant to this Schedule.
- (c) **"Council"** means the Chief and Council of the Louis Bull Indian Tribe No. 439.
- (d) **"Police Officer"** refers to a person employed for the purpose of preserving and maintaining the public peace and means a person who is:
 - (i) appointed as a peace officer by the Province of Alberta pursuant to provisions of the Police Act; and,
 - (ii) is a member of the Police Service.
- (e) **"Police Service"** means the Louis Bull Police Service.
- (f) **"Reserve"** means the Louis Bull Indian Reserve No. 138B.
- (g) **"Tribe"** means the Louis Bull Indian Tribe No 439.

SECTION 3 - RECOGNITION AND ADMINISTRATION OF THE LOUIS BULL POLICE SERVICE

3.01 Recognition

The Police Service is hereby recognized as the body providing police service to the Reserve.

3.02 Administration of Police Service

Notwithstanding anything in this Schedule and pursuant to the authority granted to the Tribe by the Minister of Justice and Attorney General of Alberta, the Police Service, the Chief of Police and the Police Officers shall act under the direction of the Minister of Justice and Attorney General of Alberta in respect of matters concerning the administration of justice for and on the Reserve in the enforcement of those laws that the Government of Alberta is required to enforce.

SECTION 4 - ESTABLISHMENT OF POLICE COMMISSION

The Police Commission is hereby established to administer and enforce matters relating to the Police Service on behalf of and for the Council.

SECTION 5 - ADMINISTRATION OF POLICE COMMISSION

5.01 Members

- (a) The Commission shall consist of not fewer than three (3) members and not more than twelve (12) members who shall be appointed by Council, and:
 - (i) only one (1) member of the Commission may be a member of Council or an employee of the Tribe where the Commission membership is four (4) members or less, or
 - (ii) only two (2) members of the Commission may be members of Council or an employee of the Tribe where the Commission membership is five (5) members or more.
- (b) To be eligible to be a member of the Commission, a person must:
 - (i) be a member of the Tribe, who is a resident on the Reserve or within the vicinity of the Reserve;
 - (ii) be of good character; and,
 - (iii) have no criminal record or be eligible to be granted a pardon.
- (c) Notwithstanding subsection (b) above, Council may appoint one non-Tribal member to the Commission.

5.02 Term of Office

- (i) The term of office for a person appointed to the Commission shall be three (3) years or for such longer term as Council may decide.

- (ii) A member of the Commission may be re-appointed to the Commission after the expiration of his term.
- (iii) Any member of the Commission may resign by sending a written notice of resignation to the Commission and the date of resignation shall be the date the letter of resignation is received.
- (iv) if a person who is a member of Council is a member of the Commission, that person's appointment to the Commission terminates upon that person ceasing to be a member of the Council.
- (v) if any member of the Commission dies, resigns or ceases to be a member of the Commission during the term for which he is appointed, the vacancy shall be filled as soon as possible thereafter and such appointment shall be effective only during the remaining term of the person vacating, unless re-appointed.

5.03 Oath

All persons appointed to the Commission shall take the oath set out in Appendix 1 hereto.

5.04 Remuneration or Allowance

The Council may provide for the payment of reasonable remuneration or allowance to members of the Commission.

5.05 Revocation of Appointment

- (a) A revocation of an appointment of a member to the Commission may only be made by a majority vote of Council for cause.
- (b) Revocation for cause of appointment includes where a Commission member:
 - (i) is absent from three (3) consecutive meetings of the Commission unless the absence is authorized by the Chairman or by resolution of the Commission;
 - (ii) discloses Commission business without the consent of the Chairman or of the Commission;

- (iii) acts in a manner that is detrimental to the operation of the Commission or demonstrates unethical behaviour;
- (iv) is no longer eligible to be a member of the Commission as required by section 5.01(b); or,
- (v) for any other reason, provided that the same is approved by the majority vote of the Council.

5.06 Offices - Commission

(a) Chairman and Vice-Chairman

- (i) The members of the Commission shall at the first meeting of the Commission in each year elect from among their members a Chairman and one (1) or more Vice-Chairman.
- (ii) The position of Chairman or Vice-Chairman:
 - (A) shall not be occupied by a member of Council or a Louis Bull Tribe employee, and
 - (B) if vacant, shall be filled with a permanent or temporary appointment before the Commission deals with any public complaint.

(b) Secretary

The office of Secretary to the Commission is hereby constituted and the position shall be filled by a person appointed by the Commission. The Secretary shall:

- (i) notify all members and advisors of the Commission of each regular and special meeting of the Commission;
- (ii) keep accurate minutes of all meetings of the Commission, true copies of which shall be filed with the Commission within four (4) business days after each meeting.

- (iii) carry out such other administrative duties as the Commission may specify;
- (iv) not have a vote on Commission matters.

5.07 Quorum/Voting/Records/Policies

- (a) A majority of the members of the Commission shall constitute a quorum at any meeting of the Commission.
- (b) The decision of the majority of the members present at a meeting duly convened shall be deemed to be the decision of the Commission.
- (c) In the event of a tie or even vote in any proceedings of the Commission, the Chairman or, in this absence, the Vice-Chairman shall have a casting vote in regards to the same.
- (d) The Commission may request any person to attend its meetings in an advisory capacity but such person shall not be deemed a member of the Commission and shall not have a vote thereon.
- (e) Only those members of the Commission in attendance at a meeting of the Commission may vote on any matter then before the Commission.
- (f) All orders, consents, certificates and other documents issued or made by the Commission shall be signed by the Chairman or, in his absence, the Vice-Chairman.
- (g) The Commission shall keep a written record of:
 - (i) executive minutes of its meetings;
 - (ii) its decisions;
 - (iii) its budget and annual plan;
 - (iv) reports of any inquiries; and,

- (v) any other matter as the Chairman may direct.
- (h) The Commission shall establish policies not inconsistent with this Schedule and with the policies of the Tribe established by Council.

5.08 Commission Authority

- (a) The Commission shall be responsible for the general supervision of the Police Service subject to the right of Council to:
 - (i) appoint the members of the Police Commission,
 - (ii) approve funding of the Police Service,
 - (iii) refer policies and by-laws which have enforcement implications to the Commission for consideration and recommendation, and
 - (iv) subject to this Schedule, prescribe the rules governing the operation of the Commission including a code of ethics for Commission members.
- (b) The Commission shall have the general authority to promote and provide Police Service for the Tribe within the Reserve and, without limiting the generality of the foregoing, more specifically:
 - (i) to allocate the funds that are provided by the Council;
 - (ii) to establish policies providing for efficient and effective policing;
 - (iii) to issue instructions, as necessary, to the Chief of Police in respect of the matters referred to in clause (ii);
 - (iv) to ensure that sufficient persons are employed for the purposes of carrying out the functions of the Police Service.
 - (vi) to develop and maintain programs and methods designed to create a public understanding of police functions and to promote and improve police relations within the community.

- (vii) to organize and carry out research studies for the purpose of assisting and improving police service and law enforcement generally within the Reserve.
 - (viii) to consult with and advise boards, councils, Chiefs of Police and other persons involved with law enforcement and police services, in all matters relating to police services, including public relations programs.
 - (ix) to develop liaisons with other police forces and services empowered to enforce laws within the Province of Alberta, and elsewhere.
 - (x) to enter into contracts of employment with Police Officers.
- (c) The Commission in consultation with the Chief of Police shall cause to be prepared:
- (i) an annual budget for the operation of the Police Service, and
 - (ii) a yearly plan specifying the Police Service and programs to be provided in respect of the Tribe and shall submit the budget and plans to the Council.
- (d) The Commission in consultation with the Chief of Police shall provide information to the Council to enable it to assess the operating and financial requirements of the Police Service.
- (e) The Council shall be solely responsible for the approval of the budget for the Police Service and the Commission shall be solely responsible for allocating the funds as approved by Council.
- (f) The financial management of the Police Service funds shall be under the financial administration of the Tribe in accordance with the allocation of funds by the Commission.
- (g) The Chief of Police and the Police Officers are subject to the jurisdiction of the Commission and shall obey the directions of the Commission.

- (h) The Commission or any of its members shall not issue instructions to a Police Officer other than to the Chief of Police.
- (i) The Commission shall not issue an instruction under section 5.08(b)(iii) that is inconsistent with the duties and responsibilities conferred on the Chief of Police pursuant to this Schedule.
- (j) The Council or any of its members shall not, except as permitted by this Schedule,
 - (i) perform any function or exercise any control over the Police Service that the Commission is empowered to exercise, or
 - (ii) issue any instructions to the Chief of Police or a Police Officer or member of the Police Service.
- (k) For greater certainty, where members of the Police Service are to be laid off for reasons other than for cause, the layoffs shall be made by the Commission and not by Council.

5.09 Responsibilities of the Tribe

- (a) Louis Bull Tribe is the employer of the members of the Police Service.
- (b) The Tribe is liable for any actions of the Commission and the Police Service incurred in the exercise of duty.

SECTION 6 - COMMISSION INQUIRIES

- 6.01 The Commission may conduct an inquiry into any matter respecting the Police Service or the actions of the Chief of Police, any Police Officer, or other person employed with the Police Service.
- 6.02 The Commission may designate from among its members a committee of one or more persons to conduct an inquiry.

- 13 Where more than one person is to conduct an inquiry under this section, the Commission shall designate one of its members to act as the chairman of the inquiry.
- 6.04 Where the inquiry concerns the requirements for Police Service and relevant subjects, the inquiry, if conducted as a hearing, shall be open to the public.
- 6.05 Where the chairman of the inquiry is of the opinion that there is sufficient evidence that the actions of a specific Police Officer may constitute a contravention of the provisions in the Code of Ethics and Discipline or duty of Police Officers (Appendix 2), he shall report that matter to the Commission.
- 6.06 On receiving a report under section 6.05, the Commission shall refer the report to the Chief of Police who shall proceed to have the actions of the specific Police Officer dealt with under the discipline provisions set out in this Schedule.
- 6.07 Notwithstanding that a report is made under section 6.05, the persons conducting the inquiry may continue but shall not make any recommendations concerning the matter which is being dealt with under the discipline provisions set out in this Schedule.
- 6.08 When an inquiry is complete, the chairman of the inquiry shall provide a written report of the findings of the inquiry to the Commission.
- 6.09 The expenses of an inquiry conducted under this section shall be paid for from the budget approved by the Commission.
- 6.10 The Commission, when directed by Council, shall make inquiry into and report to Council on any matter that it may be so directed upon by Council.

SECTION 7 - POLICE OFFICER AND CHIEF OF POLICE

7.01 Police Officer

(a) Eligibility

To be eligible to be appointed as a Police Officer a person must:

- (i) be a Canadian citizen or lawfully admitted to Canada for permanent residence,
- (ii) be 18 years of age or older,
- (iii) be of good character,
- (iv) have no criminal record or be eligible for a pardon, and
- (v) meet other qualifications specified by the Commission.

(b) Appointment

- (i) The Commission may appoint for the Police Service peace officer candidates who shall be Police Officers upon receiving an appointment as a special constable, by the Province of Alberta pursuant to the provisions of the Police Act.
- (ii) Each Police Officer appointed under this section shall, before commencing his duties, take the oath set out in Appendix 3 and shall participate in a ceremony of the Tribe confirming the responsibility of the office to the Tribe.

(c) Liability re Police Service

- (i) Where a civil legal action is brought against a Police Officer arising out of the performance of his duties, the Council may in respect of that action indemnify the Police Officer, in whole or in part, for the following:
 - (A) any damages and costs or either of them awarded against him;
 - (B) any costs incurred and not recovered by him
 - (C) any sum payable under a settlement.
- (ii) The Commission may establish a probationary period of service for a person who is:

- (A) appointed as a Police Officer, or
- (B) appointed or promoted to a position of higher rank with the Police Service.

(d) Dismissal

The Commission may terminate the services of a Police Officer for cause.

(e) Territorial Jurisdiction

- (i) The Commission may restrict the territorial jurisdiction of any Police Officer of the Police Service.
- (ii) Where the territorial jurisdiction of a Police Officer is restricted under section 7.01(e)(i), that Police Officer may, notwithstanding that restriction, carry out his functions and exercise his powers beyond that jurisdiction if he is in immediate pursuit of a person who he has reasonable and probable grounds to believe has committed an offence against any law that a Police Officer is empowered to enforce.

(f) Responsibilities

Every Police Officer of the Police Service has the responsibility:

- (i) to perform all duties that are necessary
 - (A) to carry out the functions of a peace officer,
 - (B) to enforce the Tribal By-laws on the Reserve,
 - (C) to encourage and assist the community in preventing crime,
 - (D) to encourage and foster a co-operative relationship between the Police Service and the members of the Tribe and others,
 - (E) to apprehend persons who may lawfully be taken into custody,
 - (F) to foster a sense of public and personal security in the community, and

- (G) to uphold the inherent responsibility of the Tribe confirmed by Treaty No. 6
maintain peace and good order.
- (ii) to execute all warrants and perform all related duties and services.

7.02 Chief of Police

(a) Eligibility

To be eligible to be appointed as Chief of Police, a person must:

- (i) be eligible to be appointed as a Police Officer, and
- (ii) have a minimum of ten (10) years experience as a police officer with a police service in Canada, and
- (iii) have administrative or managerial experience or equivalencies.

(b) Appointment

- (i) The Commission may appoint to the Police Service, upon the approval of Council, the Chief of Police.
- (ii) When appointed, the Chief of Police shall, before commencing his duties, take the oath set out in Appendix 3 and shall participate in a ceremony of the Tribe confirming the responsibility of the officer to the Tribe.
- (iii) If the office of the Chief of Police is vacant, the Police Officer responsible for the direction and control of the Police Service shall be considered to be the Chief of Police for purposes of this Schedule.

(c) Responsibilities

- (i) The Chief of Police is responsible and shall issue such orders and directives as he considers necessary for:

- (A) the preservation and the maintenance of the public peace and the prevention of crime within the Reserve;
 - (B) the maintenance of discipline and the performance of duty within the Police Service including dismissal of the Police Officers for disciplinary reasons;
 - (C) the day to day administration of the Police Service;
 - (D) the application of professional police procedures;
 - (E) the enforcement of policies made by the Commission with respect to the Police Service.
- (ii) The Chief of Police is accountable to the Commission for the following:
- (A) the operation of the Police Service;
 - (B) the manner in which he carries out his responsibilities;
 - (C) the administration of the finances and operations of the Police Service in keeping with the yearly plan or any amendments to it that the Commission may make;
 - (D) the reporting to the Commission of any information concerning the activities of the Police Service that the Commission may request, other than information concerning the individual investigations or intelligence files; and
 - (E) the reporting to the Commission of any complaint made against the Police Service or its members and the manner in which the complaint is resolved.
- (d) Liability
- (i) The Chief of Police is liable in respect of a tort committed by a Police Officer or other employee as a master is liable for a tort committed by his servant in the course of the servant's employment, if

- (A) the Police Officer or employee was under the direction and control of Chief of Police at the time that the tort was committed, and
 - (B) the tort was committed in the performance or purported performance of the duties of the Police Officer or employee.
- (ii) The Chief of Police shall be treated for all purposes as a joint tort-feasor in respect of a tort referred to in subsection 7.02(d)(i)(A).
- (iii) The Chief of Police is liable for a tort committed by himself in the performance or purported performance of this duties.
- (iv) The Council, and not the Chief of Police, shall pay the following in respect of any action brought against the Chief of Police under this section:
 - (A) any damages and costs awarded against the Chief of Police;
 - (B) any costs incurred by the Chief of Police in respect of the action insofar as those costs are not covered by him in the action;
 - (C) any sum payable under a settlement that is entered into by the Council in respect of the action.
- (v) Where a civil legal action is brought against the Chief of Police arising out of the performance of his duties, the Council may in respect of that action indemnify the Chief of Police, in whole or in part, for the following:
 - (A) any damages and costs or either of them awarded against him;
 - (B) any costs incurred and not recovered by him ;
 - (C) any sum payable under a settlement.

SECTION 8 - COMPLAINTS AND DISCIPLINE

8.01 Complaints

- (a) A complaint concerning Police Service, a Police Officer, or the Chief of Police, shall be in writing and signed by the complainant or, if made verbally, the Chief of Police shall have a written report of the complaint made.
- (b) All complaints with respect to the Police Service or a Police Officer, other than the Chief of Police, shall be referred to the Chief of Police.
- (c) All complaints with respect to the Chief of Police shall be referred to the Commission.

8.02 Complaints about Police Service

- (a) When a complaint concerns Police Service, the Chief of Police shall review the matter, and
 - (i) take whatever action be considered appropriate, if any, or
 - (ii) refer the matter to the Commission for it to take whatever action it considers appropriate.
- (b) On the disposition of a complaint about Police Service by the Chief of Police, he shall advise the complainant in writing.
 - (i) as to the disposition of the complaint;
 - (ii) of the complainant's right to appeal the decision of the Chief of Police to the Commission.
- (c) The complainant, within 30 days from the day he was advised in writing of the disposition of the complaint, may appeal the disposition of the complainant to the Commission.
- (d) Where the disposition of a complaint about Police Service is appealed to the Commission, the Commission shall:

- (i) review the matter, and
 - (ii) take whatever action it considers appropriate, if any.
- (e) The Commission may hear such further information from the appellant, the Chief of Police, or any other party and may make such inquiries or studies as it deems necessary in its sole discretion to decide the appeal.
- (f) Upon deciding an appeal, the Commission shall, within thirty (30) days, advise the complainant in writing as to the disposition of the appeal.
- (g) The decision of the Commission concerning a complaint about the Police Service shall be subject to appeal to the Board.
- (h) The Chief of Police shall make a report in writing to the Commission of all complaints made concerning the Police Service and his disposition of the complaints.

8.03 Complaints about Police Officers

- (a) Where a complaint concerns the actions of a Police Officer, the Chief of Police shall cause the complaint to be investigated.
- (b) If, after the complaint is investigated, the Chief of Police is of the opinion that the actions of a Police Officer may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, he shall refer the matter to the Minister of Justice and Attorney General of Alberta.
- (c) Notwithstanding section 8.03(b), where the Chief of Police is of the opinion that the actions of a Police Officer constitute a contravention of the provisions in the Code of Ethics and Discipline or duty of Police Officers, the Chief of Police shall charge the Police Officer with a breach of discipline or duty and shall advise the Police Officer charged on the basis of the charge.

- (d) The Chief of Police may, pending completion of an investigation into a breach of discipline or performance of duty charge against the Police Officer:
 - (i) reassign the Police Officer to other duties,
 - (ii) relieve from duty the Police Officer with pay, or
 - (iii) relieve from duty the Police Officer without pay subject to confirmation by the Commission within 30 days.
- (e) A Police Officer charged under section 8.03(c), shall have the right:
 - (i) to a hearing on the charge against him,
 - (ii) to be represented at the hearing, and
 - (iii) to make representations to the Chief of Police.
- (f) The Chief of Police may decide the matter before him
 - (i) with or without a hearing, and
 - (ii) where the Chief of Police is of the opinion that a contravention of the Code of Ethics and Discipline is not of a serious nature he may
 - (A) dismiss the matter or
 - (B) with the agreement of both the complainant and the subject Police Officer, informally resolve the matter.
- (g) The Chief of Police, with the consent of the Chairman of the Commission, may make arrangements for a Police Officer of another police service to carry out an investigation concerning a complaint against a Police Officer.

- (h) On the finding of a contravention of the provisions governing discipline or the performance the duties of a Police Officer, the Chief of Police shall impose such disciplinary measures as he decides necessary, including:
 - (i) a verbal or written warning;
 - (ii) a reassignment of duties;
 - (iii) a suspension without pay up to ten (10) working days;
 - (iv) a demotion in rank; or
 - (v) dismissal.
- (i) The Chief of Police shall advise the Police Officer and the complainant in writing of:
 - (i) the decision and sanctions imposed, if any, and
 - (ii) the right to appeal the decision to the Board.
- (j) The Police Officer, or the complainant, within 30 days from the day he was advised in writing of the decision of the Chief of Police may appeal the decision, or the sanctions imposed to the Board.

8.04 Complaints About the Chief of Police

- (a) Where a complaint concerns the actions of the Chief of Police, the Chairman of the Commission shall cause the complaint to be investigated.
- (b) If, after the complaint is investigated, the Commission is of the opinion that the actions of the Chief of Police may constitute an offence under an Act of the Parliament of Canada or the Legislature of Alberta, he shall refer the matter to the Minister of Justice and Attorney General of Alberta.

- (c) Notwithstanding section 8.04(b), where the Commission is of the opinion that the actions of the Chief of Police constitute a contravention of the provisions in the Code of Ethics and Discipline or duty of the Chief of Police, the Chairman shall advise the Chief of Police that he is charged with a breach of discipline or duty and advise him of the basis of the charge.
- (d) The Commission may, pending completion of investigation into the breach of discipline or performance of duty charge against the Chief of Police:
 - (i) relieve the Chief of Police of his duties and reassign him to other duties;
 - (ii) relieve the Chief of Police from duty with pay, or
 - (iii) relieve the Chief of Police from duty without pay.
- (e) The Chief of Police charged under section 8.04(c), shall have the right:
 - (i) to a hearing on the charge against him,
 - (ii) to be represented at the hearing, and
 - (iii) to make representation to the Commission.
- (f) The Commission may decide the matter before it with or without a hearing.
- (g) The Chairman of the Commission, with the approval of the Commission, may make arrangements for a chief of police or a senior officer of another police service to carry out the investigation concerning a complaint against the Chief of Police.
- (h) On the finding of a contravention of the provisions in the Code of Ethics and Discipline or duties of the Chief of Police, the Commission shall impose such disciplinary measures as it decides necessary, including:

- (i) a verbal or written warning;
 - (ii) a suspension without pay up to 10 working days;
 - (iii) a demotion in rank; or
 - (iv) dismissal.
- (i) The Chairman of the Commission shall advise the Chief of Police and the Complainant in writing of:
- (i) the decision and sanctions imposed, if any, and
 - (ii) the right to appeal the decision to the Board.
- (j) The Chief of Police, or the complainant, within 30 days from the day he was advised in writing of the decision, may appeal the decision or the sanctions imposed, to the Board.

SECTION 9 - LOUIS BULL REVIEW BOARD

- 9.01 The Commission shall establish a Board to be known as the "Louis Bull Review Board" composed of not more than three (3) members appointed by the Commission. A member appointed to the Board shall not be a member of the Police Service or of the Council or Police Commission.
- 9.02 (a) The members of the Board shall be appointed for a term of three (3) years or such longer term as Council decides.
- (b) Notwithstanding subsection 9.02(a), a member of the Board continues to hold office until he is reappointed or his successor is appointed.
- (c) A Board member may resign his position by a letter in writing to the Chairman of the Commission.

- 9.03 The members of the Board shall have amongst them knowledge of:
- (a) police services, and
 - (b) the Tribe.
- 9.04 The members of the Board shall be paid:
- (a) fees or remuneration as prescribed by the Commission;
 - (b) expenses as prescribed by the Commission for subsistence and travelling while absent from their ordinary places of residence in the course of their duties as members of the Board.
- 9.05 The members of the Board shall select from amongst themselves a chairman and one or more vice-chairmen.
- 9.06 In the case of illness, absence or other disability of the chairman, the vice-chairman shall act in the place of the chairman.
- 9.07 When any member of the Board:
- (a) is absent, or
 - (b) in the opinion of the Commission is by reason of illness or any other cause incapable of performing his duties,
- the Commission may by order appoint a person to act in place of the absent or incapacitated member, on the terms and at the remuneration prescribed by the Commission.
- 9.08 The person appointed under section 9.07 has all the rights and powers of a member of the Board and may, during the period of time for which he is appointed, discharge the duties of a member of the Board.

9.09 An order or other document setting forth a decision, recommendation or direction of the Board may signed by the chairman or vice-chairman and shall be admitted in evidence as prima facie proof

- (a) that the decision, recommendation or direction is that of the Board, and
- (b) that the person signing the order or other document was authorized to do so at the time of the signing,

without proof of the appointment of the person signing as Chairman or Vice-Chairman or of his signature.

- 9.10 (a) The Commission may appoint a Secretary to the Board, who shall
- (i) keep a record of all proceedings conducted before the Board;
 - (ii) have the custody and care of the records and documents of the Board;
 - (iii) act as a registrar of all notices of appeal and complaints received by the Board;
 - (iv) prepare reports required by the Commission or the Chairman of the Board.
- (b) A member of the Board may act as Secretary in the absence of the Secretary.
- (c) If the Secretary is not an employee of the Police Service,
- (i) the Commission shall prescribe the fees or remuneration to be paid to the Secretary, and
 - (ii) the Secretary shall be paid expenses as prescribed by regulation for subsistence and travelling while absent from his ordinary place of residence in the course of his duties as the Secretary to the Board.

9.11 After the end of each calendar year, the Board shall file with the Commission a report showing the number and nature of the appeals and inquiries that it held, summaries of the findings made and any other matter that the Commission directs.

- 12 On the request of the Board, the Chairman of the Commission may appoint legal counsel to assist the Board in respect of an appeal or an inquiry.
- 9.13 All persons appointed to the Board shall take the oath set out in Appendix 4 and shall participate in a ceremony of the Tribe confirming the responsibility of the office to the Tribe.

SECTION 10 - APPEALS

- 10.01 The Board shall hear appeals from any decision of the Chief of Police concerning a complaint regarding the actions of a Police Officer or employee or from the decision of the Commission concerning a complaint regarding the actions of the Chief of Police.
- 10.02 The Board shall hold hearings to hear appeals, as it considers necessary, on the Reserve or elsewhere in Alberta.
- 10.03 For purposes of conducting an appeal, a quorum of the Board shall consist of three (3) members of the Board.
- 10.04 The Board may, at its discretion:
- (a) decide the appeal based on the written submissions of the parties to the appeal, or
 - (b) hold a hearing to decide the appeal.
- 10.05 (a) If the Board is of the opinion that the actions of a Chief of Police or a Police Officer who is the subject of an appeal may constitute an offense under any Act, the Board shall refer the matter to the Minister of Justice and Attorney General of the Province of Alberta.
- (b) Notwithstanding that the actions of a Chief of Police or a Police Officer have been referred to the Minister of Justice and Attorney General under section 10.05(a), if the Board is of the opinion that those actions also constitute a contravention of the Code of Ethics and Discipline or duty of Police Officers, the matter, as it relates to the contravention may be proceeded with or be suspended, as the Board may decide.

10.06 For the purpose of deciding an appeal, the Board shall give at least fourteen (14) days notice in writing to the appellant and any other person who, in the Board's opinion, is likely to be directly affected by the appeal.

10.07 The Board may:

- (a) require the Chief of Police or the Commission to produce to the Board, copies of all investigation reports, statements, correspondence or other documents or things relating to the appeal, and
- (b) receive such information or evidence as it deems in its discretion relevant to the appeal before it.

10.08 The Police Officer or the Chief of Police who is the subject of the complaint which gave rise to the appeal is entitled:

- (a) to notice of the appeal;
- (b) to hear the case against him;
- (c) to be represented at the appeal hearing, and
- (d) to make representations to the Board.

10.09 The appellant or any person who, in the Board's opinion, is likely to be directly affected by an appeal is entitled:

- (a) to submit information;
- (b) to make representations to the Board;

- (c) to be represented at the appeal hearing.

10.10 The Board may:

- (a) from time to time adjourn matters that are before the Board, and
- (b) in respect of appeal, extend at any time, the time for service of the notice of appeal for a further period not to exceed thirty (30) days.

10.11 Where the Board concludes an appeal, it may:

- (a) allow the appeal,
- (b) dismiss the appeal,
- (c) vary the decision being appealed,
- (d) affirm or vary the disciplinary measures imposed, or
- (e) take any other action that the Board considers proper in the circumstances.

10.12 When the Board conducts an appeal, the following shall be informed in writing of the findings of the Board:

- (a) the appellant,
- (b) the complainant and the Chief of Police, or the Police Officer against whom the complaint was made, and
- (c) the Commission.

10.13 If permitted by law, a decision of the Board in respect of a matter appealed to it may, within thirty (30) days from the day that the Board gives its decision, and with leave of the Court of Appeal, be appealed to the Court of Appeal of Alberta on a question of law.

SECTION 11 - GENERAL

11.01 Commission Policies and Procedures

The Commission, subject to provisions set out in this Schedule, may establish policies:

- (a) governing the operation of the Commission,
- (b) governing the operation of the Police Service, including the establishment of ranks within the Police Service,
- (c) governing the appointment, employment, qualifications, training, duties, discipline and performance of duty of Police Officers,
- (d) governing investigations of Police Officers,,
- (e) prescribing colour and style of uniforms, accoutrements and insignia for Police Officers,
- (f) governing clothing and equipment furnished to or used by Police Officers,
- (g) governing firearms with respect to Police Officers,
- (h) governing the employment of civilian employees of the Police Service,
- (i) governing the providing of and release of information by the Commission or the Police Service,
- (j) prescribing the information and statistical data to be kept and reported by the Police Service.

11.02 Code of Ethics and Discipline

The Code of Ethics and Discipline for Police Officers shall be as set out in Appendix 2 of this Schedule.

11.03 Construction

In this Schedule, the masculine shall also indicate the feminine and the singular shall also indicate the plural as the context may require.

APPENDIX 1

"I, _____, do solemnly swear that I will, to the best of my ability, faithfully and honestly fulfil the duties given to me as a member of the Louis Bull Police Commission, and that I will not ask or receive any sum of money, services, recompense or matter or thing whatever, directly or indirectly, in return for what I have done or may do in the discharge of any duties of my said office, except such remuneration as may be allowed by law or by order of the Chief and Council and that I will not abuse the power entrusted in me by virtue of my office."

"So help me God."

SWORN BEFORE ME at
in the Province of Alberta
this _____ day of _____,
A.D. 19 ____.

A Commissioner for Oaths in and
or the Province of Alberta

APPENDIX 2

CODE OF ETHICS AND DISCIPLINE

1. A member must carry out his work with integrity; a breach of discipline of this provision includes:
 - a) being absent from work without authorization;
 - b) not observing working hours;
 - c) any false actions taken for the purpose of prolonging leave, postponing return to work, or being absent from work;
 - d) refusing or urging others to refuse to carry out work.
2. A member must carry out conscientiously, with diligence and efficiency, the tasks that are entrusted to him; a breach of discipline of this provision includes:
 - a) negligence, carelessness or incorrect procedure in carrying out duties;
 - b) not carrying out assigned duties or not being at the place designated by one's superior;
 - c) not being vigilant while on duty.
3. A member must carry out his duties with integrity; a breach of discipline of this provision includes:
 - a) damaging or destroying with malice or through negligence, losing through negligence, or illegally transferring, public or private property;
 - b) using or authorizing the use of a vehicle or other property of the Police Service for personal or unauthorized purposes;
 - c) loaning, selling, or transferring a part of the uniform or the equipment that is provided to him by the Police Service.
 - d) falsification, withdrawal, dissimulation or destruction of a document of the Police Service or in the safekeeping of the Police Service.
 - e) presenting or signing a false or inexact statement, report, or other written document;
 - f) claiming or authorizing the reimbursement of expenses not incurred or the hours of work not performed;
 - g) failing or neglecting to account for or remit immediately any amount of money or goods received as a member of the Police Service.
4. A member must promptly obey the orders and directives of his superiors; a breach of discipline of this provision includes:
 - a) refusal or failure to pass on orders except in the case of an emergency or physical impossibility;

- b) refusal to account to the Chief or his representative for one's activities during work hours or when acting as a peace officer outside of work hours.
5. A member must demonstrate respect, deference and politeness towards his superiors.
6. A member must respect the law, the courts and co-operate in the administration of justice; a breach of discipline of this provision includes:
- a) preventing or contributing to the preventing of justice from following its course;
 - b) withholding or hiding evidence;
 - c) failing to transmit or postponing the transmission to his superior any information concerning crimes, offenses, facts or events of importance to which the member has been a witness or of which he has knowledge;
 - d) directly or indirectly warning any person named in a summons or a warrant, except in the case of the legal carrying out of the summons or a warrant;
 - e) not taking all reasonable means to prevent the escape of a prisoner;
 - f) counselling or attempting to influence an accused person in the choice of his plea.
7. A member must carry out his duties with impartiality; a breach of discipline of this provision includes:
- a) accepting, soliciting, or demanding, directly or indirectly, any gift, promise, commission, loan, debt re-payment, favour, advantage or consideration that may prejudice or compromise his impartiality in the carrying out of his duties;
 - b) recommending to an accused person or a person with which a member has been in contact with in the discharge of his duties the services of a particular lawyer;
 - c) using for personal purposes or for profit information obtained in the discharge of his duties;
 - d) standing as security for a person under arrest except if that person is a spouse or relative;
 - e) soliciting or accepting the intercession of a person outside the Police Service to obtain a promotion or change in one's status in the Service;
 - f) signing a letter of recommendation or attestation in order to help a person obtain a permit from the Alberta Liquor Control Board;
 - g) seeking notoriety, directly or indirectly, in the information media.
8. A member must refrain from political activity other than the exercise of the right to vote.

9. A member must conduct himself with dignity and avoid any behaviour likely to compromise the honour prestige or effectiveness of the Police Service, a breach of discipline of this provision includes:
- a) the use of obscene, blasphemous or abusive language;
 - b) the abuse of authority, intimidation or harassment;
 - c) the recourse to unjustified force;
 - d) the lack of courtesy in public;
 - e) getting a person, other than for professional reasons, to enter a vehicle of the Police Service;
 - f) associating with persons or frequenting places considered to be of bad reputation;
 - g) the purchasing, transportation or consumption of alcoholic beverage when on duty whether in uniform or not;
 - h) being intoxicated or exhaling an odour of alcoholic beverage when on duty whether in uniform or not;
 - i) keeping in a vehicle or in premises of the Police Service alcoholic beverages or drugs, other than what constitutes evidence in an investigation or trial, except with the authorization of the Chief of Police; and,
 - j) habitually wearing poor personal dress during working hours.
 - k) operating outside of working hours a commercial enterprise, industry, trade, occupation or other activity of a nature that comprises his independence or that of the Police Service, or diminishes his effectiveness during working hours, such as: security guard, debt collector, or bailiff.
10. A member shall, where the Chief of Police so requests, divulge in writing:
- a) the list of profit oriented corporations, businesses or enterprises that he operates or holds an interest in;
 - b) any trade, occupation or employment that he exercises outside his working hours.
11. A member must avoid any intimacy with an inmate and respect his rights; a breach of discipline of this provision includes:
- a) negligence in guarding or watching an inmate;
 - b) providing an inmate with illicit drugs or alcoholic beverages;
 - c) interfering in the communication between an inmate and his attorney;
 - d) unjustified force or the failure by negligence to safeguard the safety and health of an inmate;
 - e) incarcerating or permitting the incarceration of a Young Offender with an adult inmate or a female inmate with a male inmate.

12. A member must use his service firearm, weapon, restraint device or irritant agent with care and discretion; a breach of discipline of this provision includes:
 - a) showing, manipulating or pointing his firearm or irritant agent without justification;
 - b) not maintaining his service firearm in good working order;
 - c) loaning or giving up his service firearm or irritant agent;
 - d) not taking reasonable measures to prevent loss, theft or use by a third party of his service firearm or irritant agent;
 - e) displaying his service firearm to the public by wearing it when not dressed in uniform;
 - f) refusing or neglecting to report to his superior each time that he uses his service firearm;
 - g) having possession of a weapon other than issued by the police service while in uniform or on duty except when specifically authorized.
13. A member must not divulge any information that is his duty to keep confidential, nor show a document or record to any unauthorized person.
14. A member must not withhold or suppress any complaint about the police service or a police officer.
15. A member must respect his oath of allegiance and office as well as his oath of discretion.

A Commissioner for Oaths in and
for the Province of Alberta

APPENDIX 4

OATH OF OFFICE

(Board Member)

I, _____, swear (or: solemnly affirm) that I will diligently, faithfully and to the best of my ability execute according to law the office of a member of the Louis Bull Review Board and will not, except in the discharge of my duties, disclose to any person any matter brought before me as a member of the Louis Bull Review Board, so help me God (or: this affirmation is binding upon my conscience).

SWORN (Affirmed) at

in the Province of
Alberta, this _____)
day of _____)
A.D., 19____.)

Signature

A Commissioner for Oaths in and
for the Province of Alberta

